



**CITY OF HERMOSA BEACH CONTRACT
DOCUMENTS AND SPECIFICATIONS FOR**

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

1035 Valley Drive, Hermosa Beach, CA 90254

JUNE 2025

City of Hermosa Beach

NOTICE INVITING BIDS

Notice is hereby given that the City of Hermosa Beach will receive electronic bids until **2:00PM on Tuesday, August 5, 2025**, at which time the electronic bids will be publicly opened at the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA 90254 and posted on Planet Bids for **CIP NO. 630 COMMUNITY CENTER GAS LINE REPAIRS**.

The project entails replacement of a portion of the gas piping of the City of Hermosa Beach Community Center Building located at 710 Pier Avenue, Hermosa Beach, California 90254. Work includes but is not limited to providing all necessary labor, materials and equipment for replacing an existing 4 inch gas main line and extending the new main line inside an existing building chase and through the roof, running new gas lines on the building's roof, abandoning existing gas lines, extending the new gas lines through the roof and into different areas of the building to feed and connect to various existing appliances and equipment, installing new valves, properly patch and seal all roof penetrations, paint new piping to match surrounding wall finish, patch, finish, replace ceiling tiles as necessary and paint to match existing ceiling and all other items of work necessary to complete the work per plans and specifications.

The engineer's cost estimate for the project is \$260,000 License requirement is a valid **State of California Contractors License Class "C-36"**.

The duration of the project is **35 working days**. All bids must be submitted electronically on Planet Bids Portal, accessible through the City's webpage at <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> where you must first register as a vendor through our Planet Bids Portal. Contract Documents, plans, and specifications will be available for review on Planet Bids. All relevant materials shall be obtained from the link above.

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a Bidder's bond, made payable to the City of Hermosa Beach, in an amount not less than 10 percent of the total bid submitted.

The successful Bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the Contract price, a payment bond in the amount of 100 percent of the Contract price, and a warranty bond all in the attached form satisfactory to the City Attorney. The successful Bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

The Contractor must be registered with the Department of Industrial Relations at the time of bid. Contractor's registration information is available at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective

bids received. The award, if made, will be made to the lowest responsive and responsible Bidder.

Please submit any questions related to this bid on Planet Bids portal no later than **2:00 PM on Friday, July 25, 2025.**

TABLE OF CONTENTS

CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS

I. PROJECT DESCRIPTION AND UNDERSTANDING	2
II. NOTICE TO BIDDERS	3
III. INSTRUCTION TO BIDDERS	5
IV. BID DOCUMENTS	14
<i>A. PROPOSAL</i>	14
<i>B. BID SCHEDULE</i>	15
<i>C. BID BOND</i>	16
<i>D. BIDDER'S ASSURANCE</i>	19
<i>E. BIDDER'S DECLARATION</i>	20
<i>F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS</i>	22
<i>G. CERTIFICATION OF PRINCIPAL</i>	23
<i>H. DECLARATION OF ELIGIBILITY TO CONTRACT</i>	24
<i>I. NON-COLLUSION DECLARATION</i>	26
<i>J. REFERENCES OF WORK</i>	27
<i>K. SUBCONTRACTORS LIST</i>	29
<i>L. IRAN CONTRACTING ACT CERTIFICATION</i>	32
<i>M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION</i>	33
<i>N. FLEET CERTIFICATION FORM</i>	34
V. CONTRACT DOCUMENTS	34
<i>A. CONTRACT AGREEMENT</i>	36
<i>B. AGREEMENT OF INDEMNIFICATION</i>	54
<i>C. EQUALS</i>	55
<i>D. FAITHFUL PERFORMANCE BOND</i>	56
<i>E. PAYMENT BOND (LABOR AND MATERIALS)</i>	61
<i>F. GUARANTEE TO THE CITY OF HERMOSA BEACH</i>	65
<i>G. GENERAL COMPREHENSIVE LIABILITY ADDITIONAL INSURED ENDORSMENT</i>	66
<i>H. AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT</i>	68
<i>I. INSTRUCTIONS FOR COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE TO THE OWNER</i>	70
<i>J. WORKER'S COMPENSATION INSURANCE CERTIFICATE</i>	72
<i>K. SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL</i>	73
<i>L. W9 FORM</i>	74
VI. TECHNICAL PROVISIONS	TP-1
VII. SPECIAL PROVISIONS	SP-1
EXHIBITS	SP-20
EXHIBIT "A"- SCHEDULE OF PERFORMANCE	
EXHIBIT "B"- SOLID WASTE REPORTING	
EXHIBIT "C"- CONSTRUCTION NOTICE TEMPLATE	
EXHIBIT "D"- TRUCK ROUTE	

City of Hermosa Beach

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

I. PROJECT DESCRIPTION AND UNDERSTANDING

The project entails replacement of a portion of the gas piping of the City of Hermosa Beach Community Center Building located at 710 Pier Avenue, Hermosa Beach, California 90254. Work includes but is not limited to providing all necessary labor, materials and equipment for replacing an existing 4 inch gas main line and extending the new main line inside an existing building chase and through the roof, running new gas lines on the building's roof, abandoning existing gas lines, extending the new gas lines through the roof and into different areas of the building to feed and connect to various existing appliances and equipment, installing new valves, properly patch and seal all roof penetrations, paint new piping to match surrounding wall finish, patch, finish, replace ceiling tiles as necessary and paint to match existing ceiling and all other items of work necessary to complete the work per plans and specifications.

II. NOTICE TO BIDDERS

Prospective Bidder: To be considered as a responsive Bidder you must register on Planet Bids portal through the city's website at <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> .

Pre-bid Meeting: There will be a **mandatory pre-bid meeting at 11:00 am on Tuesday, July 22, 2025; at 710 Pier Avenue, Hermosa Beach, California 90254.** The City will respond to questions from prospective Bidders at that time. Each prospective Bidder shall familiarize itself with the plans and work site(s) to satisfy itself that it has the abilities and resources to complete the work.

Bid Documents: Bid Documents, including but not limited to specifications and proposal forms, will be available for download on Planet Bids Portal, accessible through the webpage at:
<https://pbsystem.planetbids.com/portal/51313/bo/bo-search>.

To the extent required by Section 20103.7 of the Public Contract Code, upon request from a Contractor plan room service, the City shall provide an electronic copy of the Contract Documents at no charge to the Contractor plan room.

It is the responsibility of each prospective Bidder to download and print all bid documents for review and to verify the completeness of Bid Documents before submitting a bid. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents.

Questions: All questions regarding this bid shall be submitted through Planet Bids no later than **2:00 PM on Friday, July 25, 2025.** Proposers shall not contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through Planet Bids. Any City response for this Bid that is not posted through Planet Bids is unauthorized and will be considered invalid.

Submittal of Bids: Electronic bids shall be submitted through Planet Bids until **2:00 PM on Tuesday, August 5, 2025,** at which time they will be publicly opened and read in the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA. All bids shall be valid for a period of 90 calendar days after the bid opening date.

Bidder's Guarantee: Each bid must be accompanied by cash or a certified check or a cashier's check or Bidder's bond made payable to the City of Hermosa Beach for an amount equal to at least ten percent (10%) of the bid price. In accordance with Public Contract Code Section 20170, the Bidder's Bond shall be issued by a surety company admitted to do business in the State of California. Further, in accordance with Public Contract Code Section 20172, such guarantee shall be forfeited should the Bidder to whom the Contract is awarded fail to enter into the Contract within the specified time.

Payment, Performance Bonds: The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth

herein and shall be secured from a surety company that meets all State of California bonding requirements, as defined in the California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Substitution of Securities: Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by the City to ensure its performance under the Contract.

Contractor License: In accordance with provisions of Section 3300 of the California Public Contract Code, City of Hermosa Beach has determined that the **Contractor shall possess a valid “C-36” California Contractor’s License.** Failure to possess such license may render the bid as non-responsive and bar the award of the Contract to that non-responsive Bidder.

Prevailing Wages: Pursuant to Labor Code Section 1773, the Contractor shall pay the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Los Angeles County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained by visiting: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

In addition, a copy of the prevailing rate of per diem wages will be made available at the City’s Public Works Department upon request. The successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory for the Bidder to whom the Contract is awarded, and for any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor, and debarment of Contractors and subcontractors.

Contractor’s Registration with the Department of Industrial Relations (DIR): The Bidder’s attention is directed to Labor Code Section 1725.5, which provides that a Contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. No Bid will be accepted, nor any Contract entered into without proof of the Contractor’s and subcontractors’ current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project.

Compliance Monitoring and Enforcement: Contractor’s performance of the Work described in the Notice Inviting Bids is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In bidding on this Project, it shall be the Bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the total base bid. The city reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

III. INSTRUCTION TO BIDDERS

Form of Proposal: The proposal shall be fully executed and submitted on the forms provided by the City. Proposal forms can be obtained from Planet Bids.

Signatures: All places where signatures are required must be fully executed.

Proposal: Documents which shall be signed and returned to the City with the Bid Proposal are:

- A. Proposal
- B. Bid Schedule
- C. Bid Bond
- D. Bidder's Assurance
- E. Bidder's Declaration
- F. Certificate of Non-Discrimination by Contractors
- G. Certification of Principal
- H. Declaration of Eligibility to Contract
- I. Non-Collusion Declaration
- J. References for Work
- K. SubContractor List
- L. Iran Contracting Act Certification
- M. Public Works Contractor Registration Certification
- N. Addenda (if applicable)

Contract: Documents which shall be signed and returned to the City by the successful Bidder within 10 days of notification of intent to award Contract:

- A. Contract Agreement
- B. Agreement of Indemnification and Hold Harmless and Waiver of Subrogation and Contribution
- C. Equals
- D. Faithful Performance Bond
- E. Payment Bond (Labor and Materials)
- F. Guarantee to the City of Hermosa Beach
- G. General Comprehensive Liability Additional Insured Endorsement
- H. Automobile Liability Additional Insured Endorsement
- I. Instructions for Completing, Executing, and Submitting Evidence of Insurance to the Owner
- J. Worker's Compensation Insurance Certificate
- K. Supplemental Information to be Completed by Principal
- L. W-9 Form
- M. Copy of City Business License

Delivery Proposal: Each Bid prepared by Bidder shall be completed in itself and shall be submitted electronically through Planet Bids.

Prevailing Wage: In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has

ascertained the general prevailing rate of wages, which is the minimum amount which shall be paid to all workers employed to perform the work. A copy of the determination is on file in the office of the City Clerk and is hereby incorporated herein and made a part hereof as though fully set forth herein.

A copy of the determination will be made available to any interested person upon request and shall be posted at the job site.

Overtime: As per Labor Code Section 1810 et seq., eight (8) hours is the legal working day. The Contractor shall pay overtime for each worker who works in excess of the legal working day.

Payment: Refer to the Contract Agreement for payment information. The contractor shall submit progress payment requests on City approved form.

Required Bonds: Prior to the execution of the Contract, the successful Bidder shall file with the City surety bonds in the amounts and for the purposes noted below. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure section 995.120. Contractor shall pay all premiums and costs thereof and incidental thereto.

Per Civil Code section 3247, a Payment Bond is required if the Contract is for more than \$25,000.

The successful Bidder shall give three (3) surety bonds with good and sufficient sureties:

"Payment Bond – Labor and Materials" shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the work. Bond to be in the sum of not less than 100% of the Contract price to assure the claims of materialmen supplying materials to Contractor, and for payment to laborers and subcontractors employed on the project.

"Faithful Performance Bond" in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract; shall be conditioned as to assure the faithful performance by the Contractor of all work under said Contract, in a manner that is satisfactory and acceptable to the City; that all materials and workmanship supplied by him will be free from original or developed defects; and that should original or developed defects or failures appear, the Contractor shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the City to do so, and to the satisfaction of the City.

Rejection of Proposals: The City reserves the right to reject any and all proposals and to waive any minor or technical discrepancies or irregularities. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

Agents: When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the City prior to opening bids or shall be submitted with the proposal; otherwise, the proposal will be rejected as irregular and unauthorized.

Withdrawal of Proposals: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid

filed with the City Engineer. The request shall be executed by the Bidder or their duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid. Bids are opened exactly at the time fixed in the public notice for opening bids. A bid will not be received after that time, nor may any bid be withdrawn after that time. No Bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

Insurance: Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the performance of this agreement the insurance provisions set out in the Contract Agreement.

City Business License and Permits: The successful Bidder shall obtain a valid City of Hermosa Beach Business License prior to commencing work under this Contract.

The successful Bidder will be required to obtain City Right of Way Permit to work in public right-of-way, issued at no fee for the project.

Increased or Decreased Quantities: The City reserves the right to increase, or decrease, or to entirely eliminate items or portions of items from work if found desirable or expedient.

Approximate Estimate: The quantities in the Bid Schedule are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith. The Contractor shall verify in the field the accuracy of the estimated quantities.

Examination of Plans, Specifications, Contract, and Site of Work: The Bidder shall examine carefully the site of the work contemplated, the Plans and Specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, Plans, Specifications, and the Contract.

Where the City may have made investigations of subsurface conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the City Engineer.

The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unlooked for developments may not occur, or that materials other than, or in proportions different than these indicated, may not be encountered.

Bidders shall satisfy themselves by personal examination of the locations of the proposed

work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Engineer or his assistants (or the Architects or their assistants), shall not relieve the Bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, they may submit to the Engineer a written request for an interpretation or a correction thereof via Planet Bids. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be uploaded on Planet Bids and such addendum shall be considered a part of and incorporated in the Contract Documents.

Relief of Bidders: If the Bidder claims a mistake was made in their bid, the Bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

Disqualification of Bidders: More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced due to mathematical errors may be rejected.

Award of Contract: The award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all of the requirements prescribed. Such award, if made, will normally be made within in ninety (90) calendar days of the opening of the proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder.

Execution of Contract: The Contract shall be signed by the successful Bidder and returned, together with the Contract bonds, insurance endorsements and certificates, and all other required documents within ten (10) business days after the Bidder has received notice of intent to award.

Failure to Execute Contract: Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds as provided herein within ten (10) business days after such Bidder has received notice that the Contract has been awarded to them shall be just cause for the forfeiture of the proposal guaranty. The successful Bidder may file with the City Engineer a

written notice, signed by the Bidder, or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time herein above prescribed.

Return of Proposal Guaranties: Within ten (10) business days after the award of the Contract to the lowest responsible Bidder, the City will return the proposal guaranties, other than Bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guaranties will be held until the Contract has been finally executed, after which all proposal guaranties, except Bidder's bonds and any guaranties which have been forfeited, will be returned to the respective Bidders whose proposals they accompany.

Qualifications of Bidders: Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth their experience shall be submitted by each Bidder on the References of Work form provided herein.

Each Bidder shall possess valid active Contractor's License issued by the Contractor's State License Board at the time their bid is submitted. The class of license shall be applicable to the work specified in the Contract. Each Bidder shall also have no less than five (5) years' experience in the magnitude and the character of the work bid.

Pursuant to section 1103 of the Public Contract Code, City staff has determined that the following non-exhaustive experience is reasonably necessary to satisfactorily perform the public works Contract:

The Contractor shall have a minimum of three (3) projects of similar type of construction and magnitude with other public agencies within the past five (5) years.

The Contractor shall have been in the business under the same name and California Contractor's License for a minimum of five (5) continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as that required by the Contract.

The Contractor shall perform above 50% of the Contract with its own forces.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal. They shall have had project experience similar to the project scope of work. When requested, they shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization, machinery, plant, and other equipment available for the contemplated work, and the financial condition and resources of the Bidder, as may be deemed necessary by the City Engineer in determining such competence and capability.

The City of Hermosa Beach will not enter into a Contract with any Bidder who is not properly licensed to do the work of this Contract under the provisions of Section 7000 et seq., of the Business and Professions Code, unless particularly exempted by the terms thereof. A bid by a Contractor who is not properly licensed shall be considered non-responsive and will be rejected. The Contractor must hold all sub-Contractors to these same Contract requirements.

The sheet for Bidder's signature in the Bid Proposal shall clearly show the Contractor's name, address, telephone number, State of California Contractor's license number, classification, and date of expiration.

Completeness of Bids: Bids are required for the entire work. The amount of the bid for comparison purposes will be the total bid price of all items. The Bidder shall set forth the bid price for each item in the respective spaces provided for these purposes.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case where the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- b) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The City may waive technical or non-substantive inconsistencies in any bid.

Non-discrimination: Pursuant to the provisions of 31 CFR, Part 51, Section 51.55, the Revenue Sharing Act, notice is hereby given of the following policy, effective immediately:

The City of Hermosa Beach does not discriminate on the basis of handicapped status in admission or access to, or treatment of, or employment in, its programs and activities. The office that will coordinate compliance is that of Human Resources.

Workers' Compensation Insurance: Before execution of this Agreement by the City, the Contractor shall file with the City's Risk Manager the following signed certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work."

The Contractor shall also comply with Section 3700 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City's Risk Manager reflecting such insurance before this Agreement becomes effective. Contractor shall fully indemnify and hold harmless City, its attorneys, agents, officers, and employees for any claims in law or equity occasioned by the failure of Contractor to comply with the terms of this section. Every Workers' Compensation Insurance policy required hereunder, shall bear an endorsement, or shall have attached a rider, providing that in the event of expiration or proposed cancellation of such policy for any reason whatsoever, the City's Risk Manager shall be notified of such action by registered mail, postage prepaid, return receipt requested, at least 30 days before such expiration or cancellation becomes effective.

Indemnification: Bidders are instructed to refer to the Contract Agreement.

Subcontractors: Bidders must list the name, address of the place of business, Contractor license number, and DIR registration number for each subcontractor to be responsible for more than 1/2 of 1% of the total bid, and the portion of the job for which that subcontractor is responsible. Only one subcontractor may be listed for each portion of the job.

Unfair Business Practices Claims: In entering into a public works Contract or a subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor or sub-Contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

Bidder Registration Requirement: Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted, nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. To this end, Bidder shall sign and submit with its bid proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Subcontractors List form.

Claim Procedures: Bidders are instructed to refer to the Contract Documents, including by way of illustration and not by limitation the Contract Agreement.

Protest Procedures: Bidders may file a "protest" of a bid proposal with the City's City Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest;
- E. Include all relevant supporting documentation with the protest at time of filing; and
- F. Be transmitted concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

If the protest does not comply with each of these requirements, the City may reject the protest

with or without further review.

If the protest is timely and complies with the above requirements, the City Manager, or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information, and will provide a written decision to the protestor.

The City Manager or designee shall have up to ten calendar days to decide whether to approve or reject the protest. The written decision of the City Manager or designee on the protest shall be served upon the protesting Bidder and any Bidder subject to the protest within fourteen (14) calendar days of receipt of the bid protest. The City Manager or designee may extend the ten (10) calendar days if necessary, to review additional information requested from any Bidder.

If the protester wishes to further contest the protest, it shall appeal this decision to the Acting Pursuant to Authority Delegated by the City Council by filing a statement of appeal with the City Clerk within five (5) days of the issuance of the City Manager's decision. Said statement of appeal shall include all information required of the original bid protest, as well as a short and plain statement setting forth why Protester disputes the City Manager's decision and the legal and factual basis for such dispute. Any person or entity may present a formal protest to the City with respect to solicitations being conducted by staff.

A Bidder whose bid has been protested by another Bidder may submit to the City Manager a written response to the protest by email or by personal delivery or overnight mail to City Hall, 1315 Valley Drive, Hermosa Beach, California 90254, so that it is received by the City no later than seven calendar days after the protest has been served by the protesting Bidder.

1. Definitions

- a. "Bidder" means any person or firm providing a timely, written response to the City solicitation.
- b. "Bid Protest" means any protest with regard to the response submitted by another Bidder.
- c. "Response" means the written response to the City solicitation provided by a person or firm.
- d. "Solicitation Protest" means a statement of protest, dispute, challenge, disagreement, disapproval or other objection regarding documents, determinations or actions taken or contemplated by the City with respect to a solicitation.
- e. "Solicitation" means the document by which the City identifies goods, equipment, services, or public construction projects for which it seeks a response.

2. Format – The protest must be in writing and include the following information at a minimum:

- a. The name, address, and phone number of the protester, or the authorized representative of the protester;

- b. The signature of the protester or authorized representative of the protester;
- c. The project number and title under which the protest is submitted;
- d. A detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information the protest must contain documentation clearly showing the date on which the protester received the information; and
- e. The form of relief requested.

3. State or Federal Funding

If the subject matter of the solicitation or project is receiving any state or federal funds which requires a protest procedure different than the procedures stated above, then that protest procedure shall control.

In the event there is any lawsuit filed against the City relating to any federally funded project, the City will provide prompt notice of that lawsuit to all agencies who participated in the funding of the project.

4. Mandatory Procedure

This administrative procedure and the time limits set forth herein are mandatory. Failure to comply with these mandatory procedures shall constitute a waiver of any right to pursue the bid protest, including filing a Government Code claim or any legal proceedings or actions.

IV. BID DOCUMENTS

A. PROPOSAL

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

CONTRACTOR: _____ Date: _____

TO: City of Hermosa Beach
Acting Pursuant to Authority Delegated by the City Council
Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that he/she is registered with the Department of Industrial Relations.

All work shall be completed within 35 working days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

PWCR Registration Number

B. BID SCHEDULE

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

Item No.	Estimated Quantity	Unit	Description of Work	Unit Price	Total
1	1	LS	Mobilization (Not to exceed 5% of the total base bid amount)	-	\$
2	1	LS	Provide labor, material, tools, equipment and all necessary incidentals to complete replacement of gas piping in the City of Hermosa Beach Community Center Building per plans and specifications	-	\$

--

TOTAL BASE BID IN FIGURES

TOTAL BASE BID IN WORDS

Contractor Name:

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention, and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

_____ Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature:

PW Registration #:

State License #:

Contractor Company Name:

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **CIP NO. 630** said work being: **CIP NO. 630 COMMUNITY CENTER GAS LINE REPAIRS**

as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this _____ day of _____, _____.

Principal
By _____

Title _____

Surety

By _____

Title

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

- | | |
|-------------------------|------------|
| Title(s) | |
| .. Partner(s) | .. Limited |
| | .. General |
| .. Attorney-In-Fact | |
| .. Trustee(s) | |
| .. Guardian/Conservator | |
| .. Other: | |

- | |
|---------------------------|
| Title or Type of Document |
| Number of Pages |
| Date of Document |

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

D. BIDDER'S ASSURANCE

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

FROM:

Name of Bidder: _____

Business Address: _____

Telephone No: _____

TO:

Acting Pursuant to Authority Delegated by the City Council
c/o City Hall
City of Hermosa Beach, California

Acting Pursuant to Authority Delegated by the City Council :

Pursuant to your published Notice Inviting Bids for: **CIP NO. 630 COMMUNITY CENTER GAS LINE REPAIRS**

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the Bid Schedule.

BY: _____

TITLE: _____

E. BIDDER'S DECLARATION
CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Documents.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.
7. This bid will not be withdrawn within a period of ninety (90) days after the date of its

F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

**G. CERTIFICATION OF PRINCIPAL
CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature: _____

Name: _____

Title: _____

Name of Company: _____

H. DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

CIP NO. 630

COMMUNITY CENTER GAS LINE REPAIRS

The undersigned, a duly authorized representative of the Contractor, certifies and declares that:

1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a Contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, at _____ (place of execution), California.

Signature: _____

Name: _____

Title: _____
Name of Company: _____

I. NON-COLLUSION DECLARATION

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

The undersigned declares:

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

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

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

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

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

J. REFERENCES OF WORK

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work within the past five years.

All contact information must be current.

1. _____

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders _____

2. _____

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders _____

3. _____

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders _____

For additional References, please add separate sheets.

NAME OF BIDDER

SIGNATURE OF BIDDER

DATE_

K. SUBCONTRACTORS LIST

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License No.	DIR Registration No.
Phone No.	Dollar Amount of Work & % of Work

Percent of work to be performed by sub-Contractors: _____%
(Note: 50% of work is required to be performed by general Contractor)
For additional Sub-Contractors, please add additional sheet(s)

L. IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain current DIR registration for the duration of the project.
2. Bidder shall maintain a current DIR registration for the duration of the project.
3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

¹ If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark “Yes” in response to “Small Project Exemption.”

N. FLEET COMPLIANCE CERTIFICATION

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors the most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

INSTRUCTIONS TO BIDDERS

COMPLIANCE WITH CARB REGULATIONS

The City is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, a valid Certificate of Reported Compliance (“CRC”) for the Bidder’s and its listed subcontractors fleet (including any applicable leased equipment or vehicles) . Bidder must complete and submit the Fleet Compliance Certification, on the form included in the bid package. Failure to provide a valid CRC for the Bidder’s fleet, and for the fleets of all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

Fleet Compliance Certification.

Bidder hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

V. CONTRACT DOCUMENTS

CIP NO. 630 COMMUNITY CENTER GAS LINE REPAIRS

A. CONTRACT AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between [INSERT CONTRACTOR NAME] (hereinafter referred to as "CONTRACTOR") and the City of Hermosa Beach, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

- A. Pursuant to the Notice Inviting Sealed Bids for CIP NO. [INSERT NUMBER] [INSERT PROJECT NAME] (“Project”), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On [INSERT DATE], City’s City Council declared CONTRACTOR to be the lowest responsible Bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written Contract with CONTRACTOR for furnishing labor, equipment, and material for the CIP No. [INSERT NUMBER], [INSERT PROJECT NAME] in the City of Hermosa Beach.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the CIP NO. [INSERT NUMBER] [INSERT PROJECT NAME] in the City of Hermosa Beach. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the “Specifications”) on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR’S Bid Proposal and in accordance with the instructions of the City Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications for Public Works Construction 2024 edition, Special Provisions, Exhibit A, [LIST ALL EXHIBITS HERE] , and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of

the provisions of said Contract documents are made a part hereof as though fully set forth herein. This Contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the Contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these Contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal [INSERT VALUE] as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the Contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the Contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the Contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 (“Prevailing Wage Laws”), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY’s Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR’s attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to five journeymen.

When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works Contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such Contracts and if other Contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A Contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works Contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible Contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with

working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the Contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the Contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a Contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and

California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the Contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than (14) calendar days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the Contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this Contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, 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 by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
- a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) 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 no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - iii. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vii. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
 - b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
 - c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL 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 and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.
- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the Contract or the beginning of Contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Contract work.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of Contract work.
 - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
 - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services

involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
 - g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
 - i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
 - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This Contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent Contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this Contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established

in the Contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

23. SEVERABILITY. If any portion of these Contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this Contract shall not be valid or binding. Any modifications of this Contract will be effective only if signed by the party to be charged.

25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.

26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: _____ Project Manager

CONTRACTOR:

Attention: _____

27. DISPUTES. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims. For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) calendar days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise

provided by Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such Contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation. The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 calendar days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 calendar days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three calendar days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 calendar days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 calendar days (if the claim is less than \$50,000, within 15 calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 calendar days of receipt of CITY's response or within 15 calendar days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 calendar days for settlement of the dispute.

Mediation. Within 14 calendar days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 calendar days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 14 calendar days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 calendar days, but no earlier than 30 calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 calendar days by both parties of a disinterested third person as mediator, shall be commenced within 30 calendar days of the submittal, and shall be concluded within 15 calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all Contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite Contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
25. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) calendar days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
27. NO THIRD-PARTY BENEFICIARY. This Contract and every provision herein are for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
28. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
29. FORCE MAJEURE. If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as

provided in the Contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the Contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

- 30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
- 31. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
- 32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

_____ By: _____
Date TITLE

CITY OF HERMOSA BEACH, CALIFORNIA

_____ By: _____
Date MAYOR

ATTEST:

_____ By: _____
Date CITY CLERK

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: () _____

APPROVED AS TO FORM:

CITY ATTORNEY

Date

**B. AGREEMENT OF INDEMNIFICATION
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION**

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Hermosa Beach and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced Contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the Contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name _____

Name _____

By: _____

By: _____

C. EQUALS

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

The undersigned desires to use the material, product, thing, or service described below, as “an equal” to such item as specified.

In accordance with the provisions under the Contract Documents, if the City shall find any item so described equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor, materials, equipment and incidentals required to perform and complete the work.

Contractor’s Name

Date

Address

Telephone Number

Materials, apparatus or equipment specified for which Bidder proposes “an equal”	Complete description of the materials, apparatus or equipment the Bidder desires to use as “an equal” and name of Contractor if different
<i>Specify page number</i>	
1.	
2.	
3.	

D. FAITHFUL PERFORMANCE BOND

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Hermosa Beach, (hereinafter referred to as “City”) has awarded to _____, (hereinafter referred to as the “Contractor”) an agreement for **Contract No.** _____, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any Contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

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

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

Contractor/ Principal

By _____

Title _____

Surety

By _____
Attorney-in-Fact

Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

- | | |
|---------------|------------|
| | Title(s) |
| .. Partner(s) | .. Limited |
| | .. General |

	Title or Type of Document
	Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

	Date of Document
--	------------------

Signer is representing:
 Name Of Person(s) Or Entity(ies)

	Signer(s) Other Than Named Above
--	----------------------------------

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

E. PAYMENT BOND (LABOR AND MATERIALS)

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Hermosa Beach (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a Contract for the work described as follows: **Contract No.** _____ (the "Project"); and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work Contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, plans, specifications, or agreement pertaining

or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

Contractor/ Principal

By _____

Title _____

Surety

By _____
Attorney-in-Fact

Title _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

- | | |
|---------------|------------|
| | Title(s) |
| .. Partner(s) | .. Limited |
| | .. General |

Title or Type of Document
Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- | | |
|---|---|
| | Title(s) |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: | <input type="checkbox"/> Limited <input type="checkbox"/> General |

	Title or Type of Document
	Number of Pages
	Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

F. GUARANTEE TO THE CITY OF HERMOSA BEACH

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

As a material inducement to the City to award the Contract for CIP No. _____ to the _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its sub-Contractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which the Contract for the work is accepted by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor

Contractor

Date

By

Title

**G. GENERAL COMPREHENSIVE LIABILITY ADDITIONAL INSURED
ENDORSEMENT**

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by _____ the _____ City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's _____ liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. _____ Effective Date _____ Policy No. _____

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY _____ POLICY PERIOD FROM _____ TO _____

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- Premises & Operations
- Contractual Liability
- Independent Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Broad Form Liability Endorsement
- Explosion Hazard
- Collapse
- Underground Hazard
- Personal Injury
- _____

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM, _____ PER OCCURRENCE _____

INSURANCE COMPANY
ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____ 20 .

Phone No.: () _____

H. AUTOMOBILE LIABILITY ADDITIONAL INSURED ENDORSEMENT

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

NAME OF ADDRESS OF INSURED:

General description of agreement(s) and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. That the City of Hermosa Beach and its or their elected officials, officers, agents and employees are insureds thereunder in relation to those activities described generally above with regard to operations performed by or on behalf of the named insured.
2. Such insurance shall be primary, and not contributing with any other insurance maintained by the City.
3. The policy to which this endorsement is attached shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits or non-renewal except after written notice to Risk Management, City of Hermosa Beach, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto.

CANCELLATION NOTICE AND ENDORSEMENT TO BE SENT TO:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No. _____	Effective Date _____	Policy No. _____
-----------------------	----------------------	------------------

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM	TO
--	--------------------	----

Scheduled items or locations are to be identified on an attached sheet.

The following inclusions relate to the above coverages includes:

- Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Owned, Non-owned and Hired Automobiles

A deductible or self-insured retention (strike out one) of _____ applies to _____ coverage.

DEDUCTIBLE APPLIES PER CLAIM, _____ PER OCCURRENCE _____

INSURANCE COMPANY
ADDRESS: _____

I, _____, (print name) hereby declare under penalty of perjury, under the laws of the State of California, that I have the authority to bind the above-named insurance company to this endorsement and by my execution hereof, do so bind said company.

Signature of Authorized Representative (Original Signature only; No facsimile signature or initialed signature accepted)

Executed at _____, _____ on _____ 20 .

Phone No.: () _____

**I. INSTRUCTIONS FOR COMPLETING, EXECUTING, AND SUBMITTING
EVIDENCE OF INSURANCE TO THE OWNER**

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

Insured: _____ Date: _____
(Contractor, Lessee, Permittee, etc.)

Insured

- A. In order to reduce problems and time delays in providing evidence of insurance to the City, you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements and endorsement forms along with these instructions for completing, executing, and submitting evidence of insurance.

If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State of California.

All questions relating to insurance should be directed to the department or office responsible for your Contract, lease, permit, or other agreement.

Insurance Agent or Broker

- B. The appropriate Endorsement Form shall be used. No changes in the terms of the Endorsement will be permitted. Certificates of Insurance alone will not be accepted by the City.

More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's Contract, lease or permit are checked below and enclosed.

- Workers' Compensation/Employers Liability
- General Liability
- Automobile Liability
- Excess/umbrella Liability
- Professional Liability
- Property insurance
- Fine Arts Property Insurance

You shall have an authorized representative of the insurance company sign the completed endorsement forms, note his phone number at the bottom of page 2 and have said representative transmit the forms to the City. Signatures must be originals as the City will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.

The name of the Insurance Company underwriting the coverage and its address shall be noted on page 2 of the endorsement form.

The "General description of agreement(s) and/or activity(ies) insured" shall include reference to the activity and/or to either the specific City Contract number, lease number, permit number or construction approval number.

The coverages and limits for each type of insurance are specified in the attached sheet of insurance requirements. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc., so covered.

Endorsements to excess policies will be required when primary insurance is insufficient in complying with the City's requirements.

If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.

When additional sheets are attached, change the number of pages at the bottom of the form.

Completed Endorsement(s) and questions relating to the required insurance are to be directed to:

Risk Management
City of Hermosa Beach
1315 Valley Dr. Hermosa
Beach, CA 90254
(310) 318-0202

Improperly completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.

DELAY IN SUBMITTING PROPERLY COMPLETED ENDORSEMENT FORMS MAY DELAY YOUR INSURED'S INTENDED OCCUPANCY OR OPERATION UNDER AGREEMENT WITH THE OWNER.

For extensions or renewals of insurance policies which have the City's Endorsement Form(s) attached, the City will accept a copy of the endorsement (with an original signature) to extend the period of coverage as evidence of continued coverage.

J. WORKER'S COMPENSATION INSURANCE CERTIFICATE

**CIP NO. 630
BASE 3 ELECTRICAL UPGRADES**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATED: _____

CONTRACTOR: _____

By: _____

Signature

Title

ATTEST:

By: _____

Signature

Title

K. SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

CIP NO. 630

COMMUNITY CENTER GAS LINE REPAIRS

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a corporation, state legal name of corporation; state also the names of the president, secretary, treasurer, and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

**CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS**

VI. TECHNICAL PROVISIONS

**COMMUNITY CENTER – GAS PIPING REPLACEMENT
CITY OF HERMOSA BEACH
DIVISION 22**

SECTION	DESCRIPTION
22 0500	COMMON WORK RESULTS FOR PLUMBING
22 0511	SUPPLEMENTARY PLUMBING REQUIREMENTS
22 0512	PLUMBING PRODUCT SUBSTITUTIONS
22 0514	SELECTIVE PLUMBING DEMOLITION
22 0529	SUPPORTS AND ANCHORS
22 0548	VIBRATION CONTROL FOR PLUMBING
22 0553	PLUMBING IDENTIFICATION
22 1119	PIPING SPECIALTIES
22 1123	FACILITY NATURAL GAS PIPING

SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Project Specification, apply to this and the other sections of Division 22.
- B. This Division is an integrated whole comprising interrelated and interdependent Section and shall be considered in its entirety in determining requirements of the Work.
- C. Refer to other sections of this Division for additional requirements or information regarding the subjects of this Section.

1.02 SECTION INCLUDES

- A. This Section includes general administrative and procedural requirements for plumbing installations. The following administrative and procedural requirements are included in this Section to expand the requirements specified in Division 01:
 - 1. Submittals.
 - 2. Coordination drawings.
 - 3. Record documents.
 - 4. Maintenance manuals.
 - 5. Rough-ins.
 - 6. Mechanical installations.
 - 7. Cutting and patching.

1.03 SUBMITTALS

- A. General: Follow the procedures specified in Division 01.
- B. Plumbing submittals shall include shop drawings, product data, and samples per requirements of each section of specification
- C. Plumbing Submittals and Product Data: Assemble "submittals" and "product data" into tabbed brochures according to main areas of work.
 - 1. Assemble each brochure with tabbed separators for each Specification Section where products are noted to be submitted, with separate tabs for each product listed.
 - 2. Temperature "control shop drawings" may be submitted separately after preparations for review.
 - 3. For items such as valves, hangers and accessories, indicate specific items and where they are to be used.
 - 4. Contractor need only to submit for review those items specified to be submitted, unless requested by the Architect for special review.
- D. All submittals shall be submitted in hard copy, electronic submittals are not acceptable.
- E. Increase the number of plumbing related submittals including shop drawings, product data, and samples submitted to allow for required distribution by one additional copy, which will be retained by the Mechanical Consulting Engineer.
- F. Submit for review, only the specific items required in this Section or other Sections of Division 22.
- G. Additional submittals shall include, but not limited:
 - 1. Equipment data record drawings.
 - 2. Certification of completion of testing.
 - 3. Certification of completion of operation instructions.
 - 4. Operating instruction brochure.
 - 5. Maintenance instruction brochures.
 - 6. Equipment guarantees.
 - 7. 1/4" = 1'-0" or larger scale layouts of "Equivalent" equipment or "Or Approved Equal" equipment.
 - 8. Coordination Drawings, where requested or required.

H. Submittal materials will be reviewed for substantial conformity with the intent of the contract plans and specifications only. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or work methods of the contractor, which are indicated thereon.

I. Additional copies may be required by individual sections of these specifications.

1.04 COORDINATION

A. The Contractor shall be totally responsible for coordinating the layout of all building elements to avoid conflict of the work of the structural, mechanical, electrical systems, and architectural features of the building.

B. The cost of any extra work of any kind caused by a conflict due to this lack of coordination shall be borne by the Contractor.

1.05 COORDINATION OF DRAWINGS

A. Prepare coordination drawings in accordance with requirements of Project Specification to a scale of 1/4" = 1'-0" or larger; detailing major elements, components, required clearances, and systems of plumbing equipment and materials in relationship with other systems, installations, and building components. Indicate locations where space is limited for installation and access and where sequencing and coordination of the installations are of importance to the efficient flow of the Work, including but not necessarily limited to the following:

1. Indicate the proposed locations of piping, fixtures, equipment, and materials. Include the following:
 - a. Clearances for servicing and maintaining equipment, including tube removal, filter removal, and space for equipment disassembly required for periodic maintenance.
 - b. Equipment for connections and support details.
2. Prepare reflected ceiling plans to coordinate and integrate installations with other systems and components, such as, ductwork, air outlets and inlets, light fixtures, communication systems components, sprinklers, and other ceiling-mounted items.

B. Submittal of "Or Equal" substitutions of equipment will not be reviewed unless accompanied by coordination drawings.

1.06 RECORD DOCUMENTS

A. Prepare record documents in accordance with the requirements of project specification. In addition to the requirements of project specification, indicate the following installed conditions:

1. Record drawings of all installed systems as specified in project specification including the locations and invert elevations of underground installations.

1.07 MAINTENANCE MANUALS

A. Prepare maintenance manuals in accordance with project specification and Division 22 Section "Supplementary Plumbing Requirements".

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, mill certification, and other information needed for identification.

1.09 EQUIVALENT EQUIPMENT

A. In these specification and drawings, whenever more than one (1) manufacturer's product is specified, the manufacturer specified on the drawings and the first named product in these specifications is the basis of design and the use of alternate-named manufacturer's product or substitutes may require modification in the design work and agency approvals. If such alternatives or substitutions are proposed by the contractor, contractor shall adhere to the following requirements.

1. Contractor shall clearly identify all proposed alternatives or substitutions in the submittal package.
2. The Contractor shall assume all costs required to make all necessary revisions and modifications of the contract documents resulting from the substitution or selection of an

alternate manufacturer's product, including all professional fees and the cost of DSA approval.

3. The Contractor shall assume all costs required for any additional modification to building structure, electrical and all other related construction costs resulting from the substitution or selection of an alternate manufacturer's product
- B. These specifications and/or drawings, names and specifies certain equipment in detail which are the basis of design and are explained in paragraph 1.09-A above. It also names alternate equipment by manufacturer, which is not considered to be a "substitution."
- C. Submit equivalent equipment to the Architect for review per the requirements of Division 01, and Section "Supplementary Plumbing Requirements."
- D. Equipment of Manufacturers named in Division 22 will be considered equivalent to that specified in detail and/or named on the drawings if:
 1. The proposed equipment is of equivalent quality, capacity.
 2. Equipment is as fully equipped, fits the space allotted, and has physical configuration and weight similar to the equipment specified in detail.
- E. A complete lay out of an equipment room or area must be submitted for equivalent equipment. Notice space limitations. Layouts to include plans and section views at a scale of not less than 1/4" = 1 ft.
- F. The Architect shall determine the acceptability of "Equivalent Equipment."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 ROUGH-IN

- A. Verify final locations for rough-in with field measurements and with the requirements of the actual equipment to be connected.

3.02 MECHANICAL INSTALLATIONS

- A. General: Sequence, coordinate, and integrate the various elements of plumbing systems, materials, and equipment. Comply with the following requirements:
 1. Coordinate plumbing systems, equipment, and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for plumbing installations.
 4. Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
 5. Sequence, coordinate, and integrate installations of plumbing materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
 6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible as required by California Building Code.
 7. Coordinate connection of plumbing system with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Architect prior to commencement of installation.
 9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components.

10. Install all plumbing equipment to facilitate servicing, maintenance, and repair or replacement of equipment components in full compliance with California Building Code and the equipment manufacturer's recommendations. If the drawings or the manufacturer does not provide a specific space requirement for servicing equipment, provide as a minimum, horizontal distance of 36" from face of equipment to opposite vertical surface.
11. Install access panels or doors for all equipment and components which require access for adjustment and maintenance, where units are concealed behind finished surfaces.
12. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.
13. Any equipment located above a ceiling that has any component which is serviceable shall be installed within 12" from the top of the ceiling.

3.03 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with project specification. In addition to the requirements specified in project specification, the following requirements apply:
 1. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
- B. Perform cutting, fitting, and patching of plumbing equipment and materials required to:
 1. Uncover Work to provide for installation of ill-timed Work.
 2. Remove and replace defective work.
 3. Remove and replace Work not conforming to requirements of the Contract Documents.
 4. Remove samples of installed Work as specified for testing.
 5. Install equipment and materials in existing structures.
 6. Upon written instructions from the Architect, uncover and restore Work to provide for Architect/Engineer observation of concealed Work.
- C. Cut, remove, and legally dispose of selected plumbing equipment, components, and materials as indicated, including but not limited to removal of plumbing piping, gas lines, heating units, plumbing fixtures and trim, and other plumbing items made obsolete by the new Work.
- D. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed
- E. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
 1. Patch existing finished surfaces and building components using experienced installers and new materials matching existing materials. For installer's qualifications refer to the materials and methods required for the surface and building components being patched.

END OF SECTION

SECTION 22 05 11

SUPPLEMENTARY PLUMBING REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies supplementary requirements for plumbing installations and includes requirements common to more than one section of Division 22. It expands and supplements the requirements specified in Section 22 05 00 "Common Work Results for Plumbing."

1.02 DESCRIPTION

- A. Provide a complete and operable installation, including all labor, supervision, materials, equipment, tools, apparatus, transportation, warehousing, rigging, scaffolding and other equipment and services necessary to accomplish the work in accordance with the intent and meaning of these drawings and specifications.

1.03 COORDINATION

- A. Coordination of the work is the responsibility of the Contractor.
- B. Contractor shall designate an individual competent and versed in the plumbing trades to coordinate the plumbing work with the work of other trades.

1.04 DEFINITIONS (AS USED ON DIVISION 22 DRAWINGS AND HEREIN)

- A. "Provide" means furnish, install, and connect unless otherwise described in specific instances.
- B. "Piping" means pipes, fittings, valves, and all like pipe accessories connected thereto.
- C. "Extend", "Submit", "Repair" and similar words mean that the Contractor (or his designated subcontractor) shall accomplish the action described.
- D. "Codes" or "Code" means all codes, laws, statutes, rules, regulations, ordinances, orders, decrees, and other requirements of all legally constituted authorities and public utility franchise holders having jurisdiction.
- E. "Products", "Materials" and "Equipment" are used interchangeably and mean materials, fixtures, equipment, accessories, etc.
- F. "Utility Areas" are defined as mechanical, electrical, janitorial, and similar rooms or spaces which are normally used or occupied only by custodial or maintenance personnel. "Public Areas" are defined as the rooms or spaces, which are not included in the utility areas definition.
- G. "Building Boundary" includes concrete walkways immediately adjacent to the building structure.
- H. "Below Grade" means buried in the ground.
- I. "Substantial Completion" means all components of all systems are functioning but lacking in final adjustment.
- J. Pressure rating specified (such as for valves and the like) means design working pressure for and with references to the fluid, which the device will serve.

1.05 RELATED WORK

- A. Coordination: Refer to Architectural, HVAC, Plumbing, Civil, Structural, and Electrical Drawings for the construction details and coordinate the work of this Division with that of other Divisions. Order the work of this Division so that progress will harmonize with that of other Divisions and all work will proceed expeditiously. The work of this Division shall include direct responsibility for the correct placing and connection of Plumbingwork in relation to the work of other Divisions.
- B. Examine other Divisions for work related to the Work of this Division, especially Divisions 23 & 26.

1.06 EXISTING CONDITIONS

- A. Visit the site prior to bidding and investigate the existing conditions, which affect or will be affected by the work of this Division. Become thoroughly familiar with the working conditions and take into-account any special or unusual features peculiar to this job. By the act of submitting a Bid, the Contractor will be deemed to have complied with the foregoing, to have accepted such conditions, and to have made allowance therefore in preparing his Bid.

- B. The locations of existing concealed utility lines are shown in accordance with reference data received by the Architect. The Architect does not guarantee the accuracy of such data. The points of connection are therefore approximate, and the Bidder shall include adequate funds in his Bid to cover costs of connection regardless of their exact location.
- C. Exercise extreme caution during trenching operations. Repair the damage caused by such operations to existing utility lines at no cost to the Owner, whether the lines are shown on drawings or not.

1.07 DRAWINGS AND SPECIFICATIONS

- A. These drawings and specification do not include necessary components for construction safety.
- B. All provisions shall be deemed mandatory except as expressly indicated as optional by the word "may" or "option".
- C. Except where dimensioned, the drawings relating to this division are a diagrammatic presentation of the design concept, which indicates the general area where piping is to be run. The drawings do not necessarily indicate any and all offsets and configurations required for coordination with other trades. The contractor is responsible for the correct placing of his work, and the proper location and connection of his work in relation to the work or other trades.

1.08 WATER (DOMESTIC AND FIRE), SANITARY SEWERS AND NATURAL GAS SERVICES

- A. Within 5 days after award of Contract, notify the serving utilities that the project is under construction and apply for permanent service in the name of the Owner. Furnish pertinent load and location information to them including the required dates for permanent service. Verify service locations and conform to utility company requirements.
- B. Contractor shall pay charges for permanent service connections levied by the utilities for which he will be reimbursed by the Owner. The reimbursement shall be limited to the actual amount of the utility service charges and a copy of the billing from the utility company shall accompany the Contractor's invoice.

1.09 PERMITS AND INSPECTIONS

- A. Obtain, schedule, and pay for permits, licenses, approvals, tests, and inspections required by legally constituted authorities and public utility franchise holders having jurisdiction over the work.
- B. Afford the Architect's representative every facility for evaluating the skill and competence of the mechanics and to examine the materials. Concealed work shall be reopened when so directed during his periodic visits.

1.10 CODES AND REGULATIONS

- A. By submitting a Bid, Contractor is deemed to represent himself as competent to accomplish the work of this Division in conformance with applicable Codes. In case of conflict between the Contract Documents and Code requirements, the Codes shall take precedence. Should such conflicts appear, cease work on the parts of the contract affected and immediately notify the Architect in writing. It shall be the Contractor's responsibility to correct, at no cost to the Owner, any work he executes in violation of Code requirements. Specific references to codes elsewhere in this Division are either to aid the Contractor in locating applicable information or to deny him permission to use options, which are permitted by Codes.
- B. Applicable Codes: (Current editions unless otherwise noted)
 - 1. All local codes; City and/or County as applicable.
 - 2. OSHA requirements
 - 3. California Building Code
 - 4. California Code of Regulations (CCR) Titles (as applicable)
 - 5. Fire Marshal Regulations
 - 6. State, County, City Health Department Ordinances and Regulations
 - 7. Regulations of all other authorities having jurisdiction.
 - 8. California Mechanical Code.
 - 9. California Plumbing Code.
- C. Where conflict or variation exists amongst Codes, the most stringent shall govern.

1.11 RECORD AND DOCUMENTATION

- A. Accumulate the following and deliver to the Owner's representative prior to final acceptance of the work.
1. Record (As-Built) Drawings:
 - a. Maintain in good order in the field office a complete set of prints for all work being done under Division 22. Update the drawings daily with neat and legible annotations in red ink showing the work as actually installed.
 - b. The actual size, location and elevation of all buried lines, valve boxes, manholes, monuments, and stubouts shall be accurately located and dimensioned from building walls or other permanent landmarks.
 - c. Furnish the original marked up AS-Built drawings and an electronic copy in AutoCAD-14 format.
 2. Operation and Maintenance Manual: Furnish an operation and maintenance manual covering the stipulated Plumbing systems and equipment. Seven copies of the manual, bound in hardback binders or an approved equivalent shall be provided to the Architect.
 3. Furnish one complete manual prior to the time that system or equipment tests are performed.
 4. Furnish the remaining manuals before the contract is completed.
 5. The following identification shall be inscribed on the cover:

OPERATION AND MAINTENANCE MANUAL
PROJECT TITLE
CONTRACTOR NAME & CONTACT INFORMATION
 6. Provide a Table of Contents.
 - a. Insert tab sheets to identify discrete subjects.
 - b. Instruction sheets shall be legible and easily understood, with large sheets of drawings folded in.
 - c. The manual shall be complete in all respects for all materials, piping, valves, devices and equipment, controls, accessories, and appurtenances stipulated. Include as a minimum the following:
 - 1) Updated approved materials lists, shop drawings and catalog information of all items of HVAC system equipment.
 - 2) System layout showing piping, valves, and controls.
 - 3) Wiring and control diagrams with data to explain detailed operation and control of each component.
 - 4) A control sequence describing start-up, operation, and shutdown.
 - 5) Detailed description of the function of each principal component of the system.
 - 6) Procedure for starting.
 - 7) Procedure for operating.
 - 8) Shut-down instructions.
 - 9) Installation instructions.
 - 10) Adjustments, maintenance, and overhaul instructions.
 - 11) Lubrication schedule including type, grade, temperature range and frequency.
 - 12) Safety precautions, diagrams, and illustrations.
 - 13) Test procedures.
 - 14) Performance data.
 - 15) Parts lists, with manufacturer's names and catalog numbers.
 - 16) Preventive maintenance schedule.
 - 17) Service organization with name, address, and telephone number.
 - 18) Valve identification chart and schedule.
 - 19) ASME certificates.
 - 20) Hydronic balance report.
- B. Standards Compliance: Where equipment or materials are specified to conform to requirements of standards of recognized technical or industrial organizations such as American National Standards Institute (ANSI) American Society for Mechanical Engineers (ASME) American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE),

American Society for Testing Materials (ASTM), Underwriters Laboratories (UL), American Gas Association (AGA), American Society of Plumbing Engineers (ASPE), American Refrigeration Institute (ARI), or National Electrical Manufacturer's Association (NEMA), that use a label or published listing as a method of indicating compliance, proof of such conformance shall be submitted and approved. The label or listing of the specified organization will be acceptable evidence.

- C. Certificates of Conformance or Compliance: Submit original and not pre-printed certifications. Do not make statements in the certifications that could be interpreted to imply that the product does not meet all requirements.
- D. Certified Test Reports: Certified Test Reports are reports of tests conducted on previously manufactured materials or equipment identical to that proposed for use. Before delivery of materials and equipment, submit certified copies of test reports specified in the individual sections.
- E. Factory Tests: Factory tests are tests, which are required to be performed on the actual materials or equipment, proposed for use. Submit results of the tests in accordance with the requirements for laboratory test results of this Contract.
- F. Permits and Certificates of Inspection: Furnish the originals.
- G. Testing procedures and test results required in this and other sections. Furnish 2 copies.
- H. Other data required by other sections of this Division. Furnish 2 copies.

1.12 CONSTRUCTION COST BREAKDOWN

- A. Prepare and submit for review a construction cost breakdown for the major subdivisions of the PLUMBING scope of work in accordance with General and Supplemental Conditions and Project Specification.
- B. Subdivide each item on the breakdown into two headings: labor and materials. Include overhead and profit in each entry.
- C. Submit one copy of the breakdown directly to the Engineer and the remaining copies sent through regular channels.

1.13 TOOLS

- A. Provide all special tools needed for proper operation and routine adjustment and maintenance of systems and equipment. Deliver tools to Owner's representative and request a receipt for same.

1.14 WARRANTIES

- A. Refer to Project Specification for procedures and submittal requirements for warranties. Refer to individual equipment specifications for warranty requirements.
- B. Where periods more than one year are specified in the specifications, such longer periods shall govern. However, when any component fails at any time during this period, the warranty period for such component and all other components, which are inactive because of, said failure shall be suspended. The warranty period for such components shall resume to run for the remaining portion of the warranty period when failed component is completely repaired and in operation; however, in no case shall the resumed portion of the warranty period be less than 3 months in duration.
- C. Neither payment for work, nor total or partial occupancy of work by the Owner, within or prior to the warranty period specified, shall be construed as acceptance of faulty work or shall condone any negligence or omission of Contractor in doing the work.
- D. Compile and assemble the warranties specified in Division 22, into a separated set of vinyl covered, three ring binders, tabulated, and indexed for easy reference.
- E. Provide complete warranty information for each item to include product or equipment to include date of beginning of warranty or bond; duration of warranty or bond; and names and addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

1.15 SEISMIC RESTRAINT

- A. Provide seismic restraint for plumbing equipment, piping, and accessories.
- B. Contractor shall submit certification of suitability of seismic restraint methods signed by Licensed Structural Engineer registered in the State of California.

1.16 SYSTEM OPERATIONAL TESTS

- A. The Contractor shall inform the Owner one week prior to start of testing in order that the Owner's representative may be present.
- B. After balancing and prior to final inspection, the contractor shall operate all plumbing systems trouble free and stable. Contractor shall submit a written report certified by the Owner's representative indicating the successful completion of a stable and trouble-free testing.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Standard Products: Materials and equipment shall be essentially the standard cataloged products of manufacturers regularly engaged in production of such materials or equipment and shall be their latest standard designs that comply with the specification requirements.
- B. Materials and equipment shall duplicate items that have been in satisfactory commercial or industrial use at least two years prior to bid opening unless more stringent requirements are specified. Where two or more units of the same type of equipment are required, these units shall be products of a single manufacturer. The components thereof, however, are not required to be exclusively of the same manufacturer.
- C. Each major component of equipment shall have manufacturer's name, address, model, and serial number on a nameplate securely affixed in a conspicuous place. The nameplate of the distributing agent will not be acceptable.
- D. In these specification and drawings, whenever more than one (1) manufacturer's product is specified, the manufacturer specified on the drawings and the first named product in these specifications is the basis of design and the use of alternate-named manufacturer's product or substitutes shall comply with the requirements of Section 22 0500.

2.02 PRODUCT LISTING

- A. When two or more items of same material or equipment are required (pipe and fittings, plumbing fixtures, pumps, valves, etc.) they shall be of the same manufacturer. Product manufacturer uniformity does not apply to raw materials, bulk materials, sheet metal, wire, steel bar stock, welding rods, solder, fasteners, and similar items used in Work, except as otherwise indicated.

2.03 NAMEPLATE DATA

- A. Provide permanent operational data nameplate on each item of power operated plumbing equipment, indicating manufacturer, product name, model name, serial number, capacity, operating and power characteristics, labels of tested compliances, and similar essential data. Locate nameplates in an accessible location.

2.04 SUBSTITUTIONS

- A. General: Submittals of "Substitutions" shall be in accordance with requirements of Division 01.
- B. By proposing a Substitution it is deemed that the Contractor shall bear the cost of any, and all design and construction changes (whether architectural, structural, electrical, and Plumbing) necessary to accommodate the substitution, if said substitution is accepted.
- C. Specific: Refer to Specification Sections 22 05 00 & 22 05 12 for additional requirements.

2.05 SUBMITTALS

- A. General: Make submittals in accordance with requirements of Division 01.
- B. Specific: Refer to Specification Sections 22 05 00 for additional requirements.

PART 3 - EXECUTION

3.01 WORKMANSHIP AND INSTALLATION METHODS

- A. Workmanship shall be in the best standard practice of the trade.
- B. Install equipment in accordance with the manufacturer's instructions and recommendations unless otherwise noted or specified.

3.02 TESTS

- A. General:
 - 1. Demonstrate that all components of the work of this Division have been provided and that they operate in accordance with the Contract Documents.
 - 2. Provide instruments and personnel for tests and demonstrations. Submit signed test results.
- B. Specific: Refer to the other sections of this Division for test requirements.

3.03 DELIVERY, HANDLING, STORAGE OF MATERIALS AND PROTECTION OF WORK

- A. Protect materials against dirt, water, chemical and mechanical damages both while in storage and during construction.
- B. Cover materials in such a manner that no finished surfaces will be damaged, marred or splattered with plaster or paint, and all moving parts will be kept clean and dry.
- C. Replace or refinish any damaged materials including fronts of control panels, piping, insulation, and equipment.
- D. All plumbing fixtures, vents, and waste lines shall be aggressively protected during construction process to ensure that no contamination of the system occurs.
- E. The use of permanently installed plumbing fixtures during construction is prohibited.
- F. Keep cabinets and other openings closed to prevent entry of foreign matter.
- G. Specific: Refer to other sections of this Division for additional requirements.

3.04 PROJECT CONDITIONS

- A. Check and coordinate for clearance, accessibility, and placement of equipment either by going through openings provided or by placing equipment during construction. Ordering of equipment to be shipped disassembled, or disassembly of equipment at Project Site and reassembly of equipment to accomplish this requirement shall be executed without additional cost. Where provided openings are inadequate to accommodate equipment, provide new openings and restoration of same, all at no additional cost. Obtain written approval for new openings before proceeding.
- B. Verify location of all plumbing fixtures and equipment within finished spaces with the Architectural Drawings. In the event, that Plumbing Drawings do not indicate exact locations, or are in-conflict with the Architectural Drawings, obtain information regarding proper locations. Installation of work without proper instruction under such circumstances will result in relocation of work, when directed, without additional cost.

3.05 INSTRUCTION TO OWNER PERSONNEL

- A. Contractor shall furnish, without additional expense to the Owner, the services of competent instructors who will give full instruction to the designated personnel in the adjustment, operation, and maintenance, including pertinent safety requirements, of the equipment or system specified. Each instructor shall be thoroughly familiar with all parts of the installation and shall be trained in operating theory as well as practical operation and maintenance of work. Instruction shall be given at the Owner's convenience. The number of man-days (eight-hours) of instruction furnished shall be as specified in other sections. When more than four man-days of instruction are specified, approximately half of the time shall be used for classroom instruction. All other time shall be used for instruction with the equipment or system. When significant changes or modifications are made under the terms of the contract, provide additional instructions to acquaint the operating personnel with the changes or modifications.
- B. Contractor shall videotape, both visual and audio, instruction to Owner's personnel on the maintenance and operation of the plumbing equipment and systems.
- C. Submit certification, signed by Owner's agent that instructions have been completed and the videotape has been reviewed and delivered to the Owner.
- D. Printed operating instructions and a copy of wiring diagrams are to be mounted in all equipment areas, framed and behind glass or encased in plastic. Printed operating instructions shall include steps for starting up and securing equipment. As a precedent to final acceptance four (4) copies of instructions are to be submitted to the Architect for review. Contractor shall turn over to Owner in a neat brochure form, equipment guarantees and maintenance instructions.

3.06 CLEANING

- A. Cleaning shall be done as the work proceeds. Periodically remove waste and debris to keep the site as clean as is practical.
- B. Refer the Division 01 for general requirements for cleaning.
- C. Leave exposed parts of the plumbing work in a neat and clean condition, with painted surfaces unblemished and plated metal surfaces polished.
- D. Thoroughly clean all materials, equipment, and appliances. Clean and prepare all surfaces to be painted. Clean the entire premises of unused materials, debris, spots, and marks to the satisfaction of the Architect.
- E. Remove, thoroughly clean, and replace all strainers and valves after the system has been put in operation until system is clear of all foreign matter and repeat this operation after ten (10) days and again after the system has been in operation thirty (30) days. Submit certification that this operation has been completed.

3.07 SAFETY REQUIREMENTS

- A. Enclose and guard belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts in accordance with OSHA requirements. Insulate, guard, and cover any high-temperature equipment and piping so located as to endanger personnel or create a fire hazard.

END OF SECTION

SECTION 22 05 12

PLUMBING PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for handling requests made after award of the Contract for substitutions of products specified in Division 22.

1.02 RELATED SECTIONS

- A. Procedure for Contractor's construction Schedule and the Schedule of Submittals are included under Division 01.
- B. Standards: Refer to Division 01 for applicability of industry standards to products specified.
- C. Procedural requirements governing the Contractor's selection of products and product options are included under Division 01.
- D. Refer to Division 01 for Products and Substitutions.
- E. Refer to Sections 22 05 00 & 22 05 11 for additional requirements.

1.03 DEFINITIONS

- A. "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work.
- B. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.04 SUBSTITUTIONS

- A. The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions". Substitutions requested during bidding period, which have been accepted prior to Contract Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions"; and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, contractor's requests of changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions" and are subject to requirements hereof.
- B. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect otherwise requests will be returned without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of Contract Documents.
 - 3. The request is directly related to an "or approved equal" clause or similar language in the Contract Documents.
 - 4. All costs required to make all necessary revisions and modifications to the contract documents resulting from the substitution, including but not limited to, all professional fees and the cost of DSA approval will be the Contractor's responsibility.
 - 5. All costs required to make all necessary revisions and modifications to the building structure, electrical and all other related construction costs resulting from the substitution,

including but not limited to, material, products, equipment, testing, and inspection will be the Contractor's responsibility.

6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
8. Contractor certifies that the substitution is not heavier than the specified item and does not necessitate any structural and electrical redesign; will fit within the room or area designed for the specified item; and will not exceed any maximum dimensions specified or shown on the original contract Documents. All roof mounted equipment must be less than or equal to the maximum height dimension from the finished roof as shown on the drawings.
9. Contractor represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
10. Contractor represents that he will provide the same warranty for the substitution that he would for that specified.

1.05 SUBMITTALS

- A. Requests for Substitutions: Any request for substitution shall follow the guidelines of Substitution Requirements in Division 01, Section 22 05 00 & 22 05 11.
- B. Substitution Warranty: All submittals of Request for Substitutions under the General and Supplementary Conditions of this Section shall be accompanied by a completely executed (filled out) and signed Substitution Warranty in the form entitled "Substitution Warranty", bound herein. Substitutions will not be accepted without the Substitution Warranty. In addition to other requirements, Contractor shall warrant in writing on his own letterhead that substituted materials shall perform as specified, and assume complete responsibility for same, including responsibility and costs required for modifications to building or other materials or equipment, and any additional coordination with work of other trades. Testing, if required, shall be paid by Contractor.
- C. Responsibility of Contractor: The contractor shall be solely and directly responsible for fitting accepted substitute material and equipment into the available space in a manner acceptable to the Architect, and for the proper operation of the substituted equipment with all other equipment with which it may be associated. The Contractor shall bear all costs of meeting the above requirements for presenting a proposed substitution, and if the substitution is accepted, he must bear all costs involved.
- D. Submit the following as part of the Request for Substitutions:
 1. Data showing proposed equipment is "equal" to that specified and is fully equipped, fits the space allotted and has physical configuration and weight similar to the equipment specified in detail.
 2. A complete layout, where applicable, of equipment room or area must be submitted for equipment proposed in "Request for Substitution". Submittal shall conform to requirements of Division 01 and Section 22 05 00 "Common Work Results for Plumbing" as it applies to "Coordination Drawings."
 3. Seismic Restraint: Where seismic restraint is required for products or equipment as specified, methods of seismic restraint signed by licensed Structural Engineer registered in the State of California.

1.06 ARCHITECT'S ACTION

- A. The Architect may request additional information or documentation necessary for evaluation of the request. Requests, by the Architect, for additional information or documentation will be in accordance with Division 01 requirements. The Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, Contractor shall use the "Basis of Design" product specified by name in the contract documents. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.01 SUBSTITUTIONS

- A. Substitutions shall conform to the product requirements for the specified products or equipment.

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION

SAMPLE

SUBSTITUTIONS WARRANTY

In addition to other requirements, Contractor shall warrant in writing that substituted materials shall perform as specified, and assume complete responsibility for same, including responsibility and costs required for modifications to building or other materials or equipment, and any additional coordination with work of other trades. Testing, if required, shall be paid by contractor. The following is an example of the type of Substitution Warranty which shall be executed by the Contractor, on his own letterhead:

SUBSTITUTION WARRANTY

We propose to provide

(Describe items being proposed for substitution)

for _____ in lieu of
(List project name)

as indicated on the drawings and described in Section _____ of the Specifications.

We agree to assume the cost of any and all modifications to the Contract Documents and to other portions of the work as indicated in the Specification Sections 22 05 00, 22 05 11, & 22 05 12, and as necessary to accommodate for substituted material(s) and system(s) as indicated in this letter of "Substitution Warranty".

We hereby warrant that _____
(Provide Description)

is the equivalent of _____
(Specified Product)

in every respect and will perform satisfactorily under the conditions and use indicated on the Drawings and described in the Specifications.

Signed: _____ Date: _____
(Manufacturer/Supplier)

Signed: _____ Date: _____
(Subcontractor)

Signed: _____ Date: _____
(Contractor)

NOTE: Affix Corporate Seal over Signatures.

SECTION 22 05 14

SELECTIVE PLUMBING DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes limited scope of selective Plumbing demolition work as follows:
 - 1. Nondestructive removal of materials and equipment for reuse or salvage as indicated.
 - 2. Dismantling Plumbing fixtures, materials and equipment made obsolete by these installations.

1.02 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 01 and Division 22 Specification Sections.
- B. Schedules indicating proposed methods and sequence of operations for selective demolition prior to commencement of Work. Include coordination for shut-off of utility services and details for dust and noise control.
 - 1. Coordinate sequencing and Owner occupancy specified in Division 01.
 - 2. Coordinate other selective demolition work as outlined in Division 01.

1.03 PROJECT CONDITIONS

- A. Conditions Affecting Selective Demolition: The following project conditions apply:
 - 1. Protect adjacent materials indicated to remain. Install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. Remove protection and barriers after demolition operations are complete.
 - 2. Locate, identify, and protect plumbing services passing through demolition area and serving other areas outside the demolition limits. Maintain services to areas outside demolition limits. When services must be interrupted, install temporary services for affected areas. Provide minimum of 72-hour notice to Owner prior to utility interruption.

1.04 SEQUENCE AND SCHEDULING

- A. Coordinate the shut-off and disconnection of utility services with the Owner and the utility company.
- B. Notify the Architect at least 7 days prior to commencing demolition operations.
- C. Perform demolition in phases as indicated.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas where selective demolition is to occur. Determine extent of work and affect on existing conditions to remain. Advise Architect of any conditions that might create extensive alterations beyond indicated scope.

3.02 SELECTIVE DEMOLITION

- A. General: Demolish, remove, demount, and disconnect abandoned Plumbing fixtures, materials and equipment indicated to be removed and not indicated to be salvaged or saved.
- B. Materials and Equipment to Be Salvaged: Remove, demount, and disconnect existing Plumbing fixtures, materials and equipment indicated to be removed and salvaged, and deliver materials and equipment to the location designated for storage.
 - 1. Protect all removed and salvaged equipment from being damaged during the demolition work.
- C. Disposal and Cleanup: Remove from the site and legally dispose of demolished materials and equipment not indicated to be salvaged.
- D. Plumbing Materials and Equipment: Demolish, remove, demount, and disconnect the following items:

1. Inactive and obsolete, piping, fittings and specialties, equipment, controls, fixtures, and insulation.
 - a. Obtain written approval from Architect and owner for piping embedded in floors, walls, and ceilings which may remain, if such materials do not interfere with new installations.
 - 1) Drain and cap piping allowed to remain.
 - b. Remove materials above accessible ceilings.
2. Perform cutting and patching required for demolition.

END OF SECTION

SECTION 22 05 29

SUPPORTS AND ANCHORS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Extent of supports and anchors required by this section is indicated on drawings or in other Division 22 sections and include the following:
 - 1. Horizontal Piping Hangers and Supports.
 - 2. Vertical Piping Clamps.
 - 3. Hanger-Rod Attachments.
 - 4. Building Attachments.
 - 5. Saddles and Shields.
 - 6. Miscellaneous Materials.
 - 7. Anchors.
 - 8. Equipment Supports.

1.02 RELATED SECTIONS

- A. This section is part of each Division 22 section making reference to or requiring supports and anchors specified herein.
- B. Supports and anchors furnished as part of factory-fabricated equipment, are specified as part of equipment assembly in other Division 22 sections.

1.03 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Code Compliance: Comply with applicable plumbing codes pertaining to product materials and installation of supports and anchors.
 - 2. UL and FM Compliance: Provide products which are UL-Listed and FM approved.
 - 3. MSS Standard Compliance:
 - a. Provide pipe hangers and supports of which materials, design, and manufacturer comply with MSS SP-58.
 - b. Select and apply pipe hangers and supports, complying with MSS SP-69.
 - c. Fabricate and install pipe hangers and supports, complying with MSS SP-89.
 - d. Terminology used in this section is defined in MSS SP-90.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data, including installation instructions for each type of support and anchor.

PART 2 - PRODUCTS

2.01 MANUFACTURED UNITS

- A. Hangers and support components shall be factory fabricated of materials, design, and manufacturer complying with MSS SP-58.
 - 1. Components shall have galvanized coatings where installed piping and equipment will not have field-applied finish.
 - 2. Pipe attachments shall have nonmetallic coating for electrolytic protection where attachments are in direct contact with copper tubing.
- B. Thermal Hanger Shield Inserts: 100-psi average compressive strength, waterproofed calcium silicate, encased with a sheet metal shield. Insert and shield shall cover entire circumference of the pipe and shall be of length indicated by manufacturer for pipe size and thickness of insulation.

2.02 HORIZONTAL PIPING HANGERS AND SUPPORTS

- A. General: Except as otherwise indicated, provide factory fabricated horizontal-piping hangers and supports complying with MSS SP-58, of one of the following MSS types listed, selected by Installer to suit horizontal-piping systems, in accordance with MSS SP-69 and manufacturer's published product information. Use only one type by one manufacturer for each piping service. Select size of hangers and supports to exactly fit pipe size for bare piping, and to exactly fit around piping insulation with saddle or shield for insulated piping. Provide copper-plated hangers and supports for copper-piping systems.
 - 1. Adjustable Steel Clevis Hangers: MSS Type 1.
 - 2. Adjustable Swivel Pipe Rings: MSS Type 6.

2.03 VERTICAL PIPING CLAMPS

- A. General: Except as otherwise indicated, provide factory fabricated vertical-piping clamps complying with MSS SP-58, of one of the following types listed, selected by Installer to suit vertical piping systems, in accordance with MSS SP-69 and manufacturer's published product information. Select size of vertical piping clamps to exactly fit pipe size of bare pipe. Provide copper-plated clamps for copper-piping systems.
- B. Two-Bolt Riser Clamps: MSS Type 8.

2.04 HANGER ROD AND BUILDING ATTACHMENTS

- A. General Hanger Rod Attachment: Refer to structural drawings for requirements of hanger rod and building attachments. If a specific attachment that is required is not detailed on the structural drawings, one of the following attachments may be submitted for review by the structural engineer prior to installation. Except as otherwise indicated, provide factory fabricated hanger-rod attachments complying with MSS SP-58, of one of the following MSS types listed, selected by Installer to suit horizontal-piping hangers, and building attachments, in accordance with MSS SP-69 and manufacturer's published product information. Use only one type by one manufacturer for each piping service. Select size of hanger-rod attachment to suit hanger rods. Provide copper-plated hanger-rod attachments for copper-piping systems.
- B. General Building Attachment: Except as otherwise indicated, provide factory fabricated building attachments complying with MSS SP-58, of one of the following MSS types listed, selected by Installer to suit building substrate conditions, in accordance with MSS SP-69 and manufacturer's published product information. Select size of building attachments to suit hanger rods. Provide copper-plated building attachments for copper-piping systems.
 - 1. Concrete Inserts: MSS Type 18.
 - 2. Center Beam Clamps: MSS Type 21.
 - 3. Steel Beam Clamps W/Eye Nut: MS Type 28.
 - 4. Linked Steel Clamps W/Eye Nut: MSS Type 29.
 - 5. Malleable Beam Clamps: MSS Type 30.
 - 6. Steel Brackets: One of the following for indicated loading:
 - 7. Light Duty: MSS Type 31.

2.05 SADDLES AND SHIELDS

- A. General: Except as otherwise indicated, provide saddles, or shields under piping hangers and supports, factory-fabricated, for all insulated piping. Size saddles and shields for exact fit to mate with pipe insulation.
- B. Protection Shields: MSS Type 40; provide high density insert of same thickness of insulation.

2.06 MANUFACTURERS OF HANGERS AND SUPPORTS

- A. Manufacturers: Subject to compliance with requirements, provide hangers and supports of one of the following:
 - 1. B-Line Systems, Inc.
 - 2. Tolco, Inc.
 - 3. Elcen Metal Products Co.
 - 4. Fee & Mason Mfg. Co.; Div. Figgie International.
 - 5. ITT Grinnel Corp.

2.07 MISCELLANEOUS MATERIALS

- A. Steel Plates, Shapes and Bars: ASTM A36.

- B. Cement Grout: Portland cement (ASTM C150, Type I or Type III) and clean uniformly graded, natural sand (ASTM C 404, Size No. 2). Mix at a ratio of 1 part cement to 3 parts sand, by volume, with minimum amount of water required for placement and hydration.
- C. Pipe Alignment Guides: Factory fabricated, of cast semi-steel or heavy fabricated steel, consisting of bolted two-section outer cylinder and base with two-section guiding spider that bolts tightly to pipe. Length of guides shall be as recommended by manufacturer to allow indicated travel.
- D. Pipe Roll Stand: Factory fabricated cast iron stand, size as required, with insulation installed on piping.

2.08 ISOLATORS

- A. Isolators: Provide factory-fabricated isolators of size required.
- B. Spring Isolators: Refer to Section 22 0548 VIBRATION CONTROL.
- C. Manufacturers: Semco "Trisolator" or Potter-Roemer PR-ISO.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine substrates and conditions under which supports and anchors are to be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Proceed with installation of hangers, supports and anchors only after required building structural work has been completed in areas where the work is to be installed. Correct inadequacies including (but not limited to) proper placement of inserts, anchors, and other building structural attachment.
- B. Prior to installation of hangers, supports, anchors and associated work, installer shall meet at project site with Contractor, installer of each component of associated work, inspection, and testing agency representatives (if any), installers of other work requiring coordination with work of this section and Architect/Engineer for purpose of reviewing material selections and procedures to be followed in performing the work in compliance with requirements specified.

3.03 INSTALLATION OF BUILDING ATTACHMENTS

- A. Install building attachments at required locations within concrete or on structural steel for proper piping support. Space attachments within maximum piping span length indicated in MSS SP-69. Install additional building attachments where support is required for additional concentrated loads, including valves, flanges, guides, strainers, expansion joints, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten insert securely to forms. Where concrete with compressive strength less than 2500 PSI is indicated, install reinforcing bars through openings at top of inserts.

3.04 INSTALLATION OF HANGERS AND SUPPORTS

- A. General: Install hangers, supports, clamps and attachments to support piping properly from building structure; comply with MSS SP-69. Arrange for grouping of parallel runs of horizontal piping to be supported together on trapeze type hangers where possible. Install supports with maximum spacing complying with MSS SP-69. Where piping of various sizes is to be supported together by trapeze hangers, space hangers for smallest pipe size or install intermediate supports for smaller diameter pipe. Do not use wire or perforated metal to support piping, and do not support piping from other piping.
- B. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories. Except as otherwise indicated for exposed continuous pipe runs, install hangers, and supports of same type and type as installed for adjacent similar piping.
- C. Prevent electrolysis in support of copper tubing by use of hangers and supports which are copper plated, or by other recognized industry methods.
- D. Provisions of Movement: Install hangers and supports to allow controlled movement of piping systems and to permit freedom of movement between pipe anchors.

- E. Load Distribution: Install hangers and supports so that piping live and dead loading and stresses from movement will not be transmitted to connected equipment.
- F. Pipe Slopes: Install hangers and supports to provide required pipe slopes, and so that maximum pipe deflections allowed by ANSI B31 Pressure Piping Codes are not exceeded.
- G. Bare Piping: Install isolators for all bare domestic water and bare hydronic piping.
- H. Insulated Piping: Comply with the following installation requirements.
 - 1. Clamps: Attach clamps, including spacers (if any), to piping with clamps projecting through insulation; do not exceed pipe stresses allowed by ANSI B31.
 - 2. Shields: Where low-compressive-strength insulation or vapor barriers are indicated on cold or chilled water piping, install coated protective shields. Provide rigid insulation reinforcement at shields.
- I. Hangers and supports to be capable to resist the minimum seismic forces indicated in drawings.

3.05 EQUIPMENT SUPPORTS

- A. Concrete housekeeping bases will be provided as work of Division 03.
- B. Furnish to Contractor, scaled layouts of all required bases, with dimensions of bases, and location to column center lines. Furnish templates, anchor bolts, and accessories, necessary for base construction.

3.06 ADJUSTING AND CLEANING

- A. Hanger Adjustment: Adjust hangers so as to distribute loads equally on attachments.
- B. Support Adjustment: Provide grout under supports so as to bring piping and equipment to proper level and elevations.
- C. Cleaning: Clean factory-finished surfaces. Repair any marred or scratched surfaces with manufacturer's touch-up paint.
- D. Touch-Up Painting: Immediately after erection of anchors and supports, clean field welds and abraded areas of shop paint and paint exposed areas with same material as used for shop painting to comply with SSPC-PA-1 requirements for touch-up of field-painted surfaces.
 - 1. Apply by brush or spray to provide a minimum dry film thickness of 2.0 mils.
- E. For galvanized surfaces clean welds bolted connections and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 22 05 48

VIBRATION CONTROL FOR PLUMBING

PART 1 - GENERAL

1.01 DESIGN REQUIREMENTS

- A. It is the intent of this Specification to provide the necessary design for the avoidance of excessive noise or vibration in the building due to the operation of machinery or equipment, or due to interconnected piping, ductwork, or conduit and to seismically restraint piping, ductwork, and equipment per the applicable codes against seismic forces in any direction.
1. All isolators shall:
 - a. Be provided by a single manufacturer.
 - b. Be designed or treated for resistance to corrosion. Structural steel bases shall be cleaned of welding slag and coated with an SCAQMD compliant primer.
 - c. Be selected to perform their function without undue stress or overloading. All isolators shall have a method for leveling and have a 1/4" thick ribbed neoprene acoustical pad under the spring baseplate.
 - d. Be installed in a manner to prevent the transmission of vibration to the structure. No rigid connections between rotating or oscillating equipment or piping and the building will be permitted.
 - e. Be designed to be non-resonant with equipment forcing frequencies or support structure natural frequencies.
 2. Anchor floor mounted isolated equipment to concrete housekeeping pads of sufficient size to accommodate the anchorage of seismic restraints. Housekeeping pads shall be anchored to the structure as specified by the Structural Engineer of Record.
 3. Each motor assembly shall be supported on a single structural steel frame.
 4. Where called for in the specifications or on the drawings, all structural steel bases, including concrete pouring form bases, shall be designed, and fabricated by the isolation manufacturer. Isolation manufacturer shall be a licensed fabricator for the City of Los Angeles, California.
 5. Unless otherwise indicated, all equipment mounted on vibration bases shall have a minimum operating clearance of 1" between structural steel base and floor or support base beneath. The minimum operating clearance between concrete inertia bases and housekeeping pads shall be 1 inch. Check clearance space after installation to ensure that no debris has been left to possibly short circuit isolation bases.
 6. Where necessary due to height limitations, provide height saving brackets.
 7. Design isolators for positive anchorage against uplift and overturning.

1.02 MANUFACTURERS

- A. Acceptable Isolation Manufacturer:
1. M. W. Sausse' & Co., Inc. (Vibrex)
 2. Mason Industries, Inc
 3. Or Approved Equal
- B. Purchased and/or fabricated equipment must be designed and manufactured with provision for positive anchorage against seismic forces.
- C. Seismic restraints for pipes and ducts shall be as per the SMACNA Guidelines for seismic Restraint of Mechanical Systems and shall be approved by DSA.
- D. Seismic restraints for equipment and piping shall be designed to meet the criteria of the current California Code of Regulations.
- E. The manufacturer of Vibration Isolation and Seismic Control Equipment shall have the following responsibilities:
1. Determine adequate vibration isolation and seismic restraint sizes and locations.
 2. Provide piping and equipment isolation systems and seismic restraints as scheduled

and/or specified.

3. Provide installation instructions and drawings to assure proper installation and performance.

1.03 SUBMITTALS

- A. Make Submittals in Accordance with:
 1. Contract General Provisions - Division 01.
 2. Plumbing General Provisions - Sections 22 05 00 and 22 05 11.
- B. Submit Shop Drawings and Manufacturer's Literature
 1. Specific vibration isolators and seismic restraints to be utilized showing compliance with the specifications.
 2. Isolation frame construction for each machine including dimensions, structural member sizes, support points and restraint locations and details.
 3. Methods for isolation and restraint of suspended piping, ductwork, and equipment.
 4. Methods for guides and isolation of piping risers.
 5. Seismic restraint calculations signed and stamped by an engineer licensed in the State of California and experienced in the design of isolation and seismic restraint for flexibly mounted equipment.

PART 2 - PRODUCTS

2.01 VIBRATION ISOLATOR TYPES

- A. "RMS" shall be a laterally stable un-housed spring isolator. Spring, top plate, and baseplate assembly shall be welded. Mounting shall comply with all requirements stated in paragraph above.
- B. "RMSG" shall be the same as "RMS" above, but shall include height saving brackets for attachment to the equipment frame or isolation base.
- C. "RMSP-EQ" shall be the same as "RMS" above except that the spring shall be enclosed in a welded steel cylinder with uplift restraints for horizontal and vertical seismic control.
- D. "RMLS-EQ" shall be the same as "RMS" above, and shall be equipped with a steel housing designed for seismic restraint and with vertical limit stops to prevent the equipment changing from its loaded height should it be necessary to remove a portion of its weight. This housing may also be used as rigid blocking during rigging so that the installed height and the operating height of the isolated equipment remain the same.
- E. "RMLS-SB" shall be a steel frame constructed of structural wide flange members unless shown otherwise and shall be rectangular in shape. The depths of the steel members shall not be less than one tenth (1/10) of the longest span between base supports or designed for a maximum beam deflection of .005". If the latter method is used, submittals shall include calculations showing the necessary moment of inertia. All steel members shall be coped and fitted, or constructed using the overlap insert method to assure a structural strength that is greater than the individual member strength. The steel frame is placed directly on top of the RMLS-EQ type isolators.
- F. "RMU-EQ-SH": shall be an individual semi-housed steel spring isolator complete with vertical motion limit stops incorporating seismic restraints, leveling, and ribbed neoprene pad bonded to the base-plate.
- G. "AS" shall be air spring isolators and shall incorporate the following:
 1. A complete vibration isolation system consisting of a minimum of three air springs and a total of three height sensing valves. If there are two or more air springs per location, they shall be connected to the outlet of the height control valve in parallel. An associated interconnecting air supply system is required which is not included in this work.
 2. The air spring shall operate at its normal operating height and the maximum pressure shall not exceed the manufacturer's recommended rating of 100 PSI. The system shall maintain

an elevation of +/- 1/8", once adjusted.

3. The type air spring to be utilized shall be based upon the required natural frequency as indicated in the schedule. In order to avoid instability, auxiliary height saving brackets, housings, etc. may be utilized, subject to approval.
- H. "RP-EQ" shall be a rubber pad type elastomer mounting, consisting of a steel bearing plate with 1/4" thick neoprene ribbed acoustical pad. Maximum loading shall be 60 PSI. Proper anchorage for seismic loads shall be indicated on drawings.
- I. FUD-EQ shall be rubber-in-shear isolators incorporating mounting bolts for bolting to equipment base, a bottom steel plate for bolting isolator to sub-base or structure, and built in seismic restraints.
- J. "RMXA" shall be a rectangular steel housing that shall be bolted to the overhead structure and designed to allow up to 30 degrees rod misalignment. Hanger shall consist of a steel spring located in a molded neoprene retaining cup with hanger rod bushing.
- K. "PRMXA" - Same as type "RMXA" with the addition of a steel load transfer plate so that the equipment or piping operating height is the same as the installed height.
- L. "HXA" -Same as type "RMXA" with the addition of a neoprene element in series to isolate the upper connection.
- M. "PHXA" - Same as type "HXA" with the addition of a steel load transfer plate so that the equipment or piping operating height is the same as the installed height.
- N. "HSS" - shall be a 'rubber in shear' isolator element contained within a rectangular steel housing.

2.02 SEISMIC RESTRAINTS

- A. Shall be capable of safely accepting external forces as specified in the applicable codes without failure. Restraints shall maintain equipment and piping in a captive position during an earthquake. Restraints shall not short circuit vibration isolation systems or transmit objectionable vibration or noise under normal operating conditions. Seismic restraints shall be provided on all equipment as scheduled on the drawings. Submit calculations by a Licensed Structural Engineer Registered in State of California to verify snubber capacities.
- B. Type "3500" seismic restraint shall be constructed of steel plate, concentric steel pipes, and structural members in an all-welded assembly. All contact points shall be cushioned with minimum 1/4" thick resilient pad.
- C. Type "3200" seismic restraint shall be all directional type with interlocking steel members constructed of structural angle and A-36 threaded rod. All contact points shall be cushioned with minimum 1/4" thick resilient pad or bushing.
- D. Type "CR" seismic restraints shall be constructed of 7x19 strand galvanized aircraft cable. Cable assembly shall come complete with minimum (2) "U" bolt clamps per end and thimbles to protect cable from chafing. Allowed loads shall be the cable breaking strength with a safety factor of three. Actual loads shall be calculated with the worst case of all loads applied to one cable and anchor pattern. Cable shall be installed with 1/4" slack to prevent the transmission of vibration to the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install in accordance with manufacturer's written instructions. Vibration isolators must not be installed in a manner that will result in piping stress or misalignment.
- B. The structural steel or concrete inertia base shall be placed in position and supported temporarily by blocks or shims, as appropriate, prior to the installation of the equipment or isolators. The isolators shall be installed without raising the equipment and frame assembly.
- C. After the entire installation is complete and under full operational load, the isolator shall be adjusted so that the load is transferred from the blocks or shims to the isolator. When all isolators are properly adjusted, the blocks or shims shall be barely free and shall be removed.

- D. Once the equipment is in operation, install and anchor the seismic restraints with proper operating clearances as indicated on drawings.
- E. Plumbing equipment shall be isolated from the building structure by vibration isolators as scheduled on the drawings.
- F. All piping 1 1/4" and over located in mechanical equipment rooms, and for a minimum of fifty (50) feet or 100 pipe diameters whichever is greater, from connection to vibrating plumbing or electrical equipment, shall be isolated from the building structure by means of vibration isolators as identified above.
- G. All plumbing piping and vertical risers shall be isolated from the building structure by means of vibration isolators and guides.
- H. All piping to be isolated shall freely pass-through walls and floors without contact. Penetration points shall be sleeved or otherwise formed to allow passage of piping and maintain adequate clearance (Minimum of 2 inches all around) around the outside surfaces. Any materials used to fill the clearance space shall be permanently flexible so that vibration will not pass through it.
- I. No rigid connections between equipment and building structure, including electrical conduit, shall be made that degrades the vibration isolation system herein specified. Inform other following trades, such as plastering, or electrical, to avoid any contact which would short-circuit the vibration isolation.
- J. Bring to the Architect's attention prior to installation any conflicts with other trades which will result in unavoidable rigid contact with equipment or piping as described herein, due to inadequate space or other unforeseen conditions. Corrective work necessitated by conflicts after installation shall be at the contractor's expense.
- K. Bring to the Architect's attention any discrepancies between the specifications and field conditions or changes required due to specific equipment selection, prior to installation. Corrective work necessitated by discrepancies after installation shall be at the contractor's expense.
- L. Obtain inspection and approval of any isolation installation to be covered or enclosed, prior to such closure.
- M. Thrust restraints shall consist of spring hangers with the same deflection as specified for the spring mountings. Thrust restraints shall be attached to the fan at the centerline of air discharge opening.
- N. Correct, at no additional cost, all installations that are deemed defective in workmanship or materials.

3.02 PIPING ISOLATORS

- A. Isolate piping within 50 feet of rotating equipment and pressure reducing stations.
- B. The isolators shall be installed with the isolator hanger box attached to, or hung as close as possible to, approved locations on the supporting structure.
- C. The isolators shall be suspended from substantial structural members, not from slab diaphragm unless specifically permitted.
- D. Hanger rods shall be aligned to clear the hanger box.
- E. Horizontal floor supported piping shall be isolated by type "RMLS-EQ", with a minimum static deflection of 1.0 inch or the same deflection as isolated equipment to which pipe is connected, whichever is greater.
- F. Vertical riser pipe support and restraint system shall consist of type "RMS" springs and type "PG-EQ" guides. Install vertical riser guides so that clearances are maintained around concentric pipes in the guides. Install vertical restraints on the floor location as shown on drawings.
- G. Pipe anchors, where required, shall utilize resilient pipe anchors, type "RPA" or equivalent, to avoid direct contact of piping with building.
- H. Pipe Extension and Alignment connectors: Provide connectors at pump suction and discharge,

riser take offs, cooling and heating coils, and elsewhere as required to accommodate thermal expansion and misalignment.

- I. Seismic restraint spacing shall be in accordance with applicable codes.

3.03 INSPECTION

- A. On completion of installation of all vibration isolation and seismic control devices herein specified, the local representative of the isolation materials manufacturer shall inspect the completed system and report in writing any installation error, improperly selected isolation devices, or other faults in the system that could affect the performance of the system. The contractor shall submit a report to the Architect, including the above report with consequent steps taken to properly complete the isolation work.

END OF SECTION

SECTION 22 05 53

PLUMBING IDENTIFICATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Extent of Plumbing identification work required by this section is indicated on drawings or specified in other Division 22 sections, and includes the following:
 - 1. Painted Identification Materials.
 - 2. Plastic Pipe Markers.
 - 3. Plastic Tape.
 - 4. Underground-Type Plastic Line Marker.
 - 5. Plastic Duct Markers.
 - 6. Valve Tags.
 - 7. Diagram and Schedule Frames.
 - 8. Engraved Plastic-Laminate Signs.
 - 9. Plastic Equipment Markers.
 - 10. Plasticized Tags.

1.02 RELATED SECTIONS

- A. This section is part of each Division 22 section making reference to identification devices specified herein.
- B. Plumbing identification furnished as part of factory-fabricated equipment is specified as part of equipment assembly in other Division 22 sections.
- C. Refer to Division 26 Sections for identification requirements of electrical work; not work of this section.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical product data and installation instructions for each identification material and device required.
- B. Samples: Submit samples of each color, lettering style and other graphic representation required for each identification material or system.
- C. Schedules and Diagrams:
 - 1. Submit valve schedule for each piping system, typewritten and reproduced on 8-1/2" x 11" bond paper. Tabulate valve number, piping system, system abbreviation (as shown on tag), location of valve (room or space), and variations for identification (if any). Mark valves which are intended for emergency shut-off and similar special uses, by special "flags", in margin of schedule.
 - 2. Submit temperature control diagrams and Sequence of Operation on bond paper suitable for framing.
- D. Maintenance Data: Include product data and schedules in maintenance manuals; in accordance with requirements of Division 01 and Division 22 Section 22 05 11 "Supplementary Plumbing Requirements."

1.04 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. ANSI Standards: Comply with ANSI A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
 - 2. No adhesive-type identification markers will be accepted. All markers and tags shall be permanently attached to pipe, etc.
 - 3. All identification markers installed exterior of buildings shall be ultra-violet resistant.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide Plumbing identification materials of one of the following:
 - 1. Seton Name Plate Corp.
 - 2. Allen Systems, Inc.
 - 3. Brady (W.H.) Co.; Signmark Div.
 - 4. Industrial Safety Supply Co., Inc.

2.02 PLUMBING IDENTIFICATION MATERIALS

- A. General: Provide manufacturer's standard products of categories and types required for each application as referenced in other Division 22 sections. Where more than single type is specified for application, selections is Installer's option, but provide single selection for each product category.

2.03 PLASTIC PIPE MARKERS

- A. Snap-On Type: Provide manufacturer's standard pre-printed, semi-rigid snap-on, color-coded pipe markers, complying with ANSI A13.1.
- B. Insulation: Furnish 1" thick molded fiberglass insulation with jacket for each plastic pipe marker to be installed on uninsulated pipes subject to fluid temperatures of 125°F. (52°C.) or greater. Cut length to extend 2" beyond each end of plastic pipe marker.
- C. Small Pipes: For external diameters less than 6" (including insulation if any), provide full-band pipe markers, extending 360 degrees around pipe at each location, fastened by one of the following methods:
 - 1. Snap-on application of pre-tensioned semi-rigid plastic pipe marker.
 - 2. Laminated or bonded application of pipe marker to pipe (or insulation).
 - 3. Taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 3/4" wide; full circle at both ends of pipe marker, tape lapped 1-1/2".
- D. Large Pipes: For external diameters of 6" and larger (including insulation if any), provide either full-band or strip-type pipe markers, but not narrower than 3 times letter height (and of required length), fastened by one of the following methods:
 - 1. Laminated or bonded application of pipe marker to pipe (or insulation).
 - 2. Taped to pipe (or insulation) with color-coded plastic adhesive tape, not less than 1-1/2" wide; full circle at both ends of pipe marker, taped lapped 3".
 - 3. Strapped-to-pipe (or insulation) application of semi-rigid type, with manufacturer's standard stainless-steel bands.
- E. Lettering: Manufacturer's standard pre-printed nomenclature which best describes piping system in each instance, as selected by Architect/Engineer in cases of variance with names as shown or specified.
 - 1. Arrows: Print each pipe marker with arrows indicating direction of flow, either integrally with piping system service lettering (to accommodate both directions), or as a separate unit of plastic.

2.04 PLASTIC TAPE

- A. General: Provide manufacturer's standard color-coded pressure-sensitive (self-adhesive) vinyl tape, not less than 3 mils thick.
- B. Width: Provide 1-1/2" wide tape markers on pipes with outside diameters (including insulation, if any) of less than 6", 2-1/2" wide tape for larger pipes.
- C. Color: Comply with ANSI A13.1, except where another color selection is indicated.

2.05 UNDERGROUND TYPE PLASTIC LINE MARKER

- A. General: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide tape with printing which most accurately indicates the type of service of buried pipe.
 - 1. Provide multi-ply tape consisting of solid aluminum foil core between 2-layers of plastic tape.

2.06 VALVE TAGS

- A. Brass Valve Tags: Provide 19-gage polished brass valve tags with stamped-engraved piping system abbreviation in 1/4" high letters and sequenced valve numbers 1/2" high, and with 5/32" hole for fastener.

1. Provide 1-1/2" diameter tags, except as otherwise indicated.
 2. Fill tag engraving with black enamel.
- B. Valve Tag Fasteners: Provide manufacturer's standard solid brass chain (wire link or beaded type), or solid brass S-hooks of the sizes required for proper attachment of tags to valves and manufactured specifically for that purpose.
- C. Access panel markers: Provide manufacturer's standard solid brass chain (wire link or beaded type), or solid brass S-hooks of the sizes required for proper attachment of tags to valves and manufactured specifically for that purpose.
- D. Access Panel Markers: Provide manufacturer's standard 1/16" thick engraved plastic laminate access panel markers, with abbreviations and numbers corresponding to concealed valve. Include 1/8" center hole to allow attachment.

2.07 DIAGRAM AND SCHEDULE FRAMES

- A. General: For each page of schedule and/or diagrams, provide glazed display frame, with screws for removable mounting on masonry walls. Provide frames of finished hardwood or extruded aluminum, with SSB-grade sheet glass.

2.08 ENGRAVED PLASTIC LAMINATE SIGNS

- A. General: Provide engraving stock melamine plastic laminate, complying with FS L-P-387, in the sizes and thicknesses indicated, engraved with engraver's standard letter style of the sizes and wording indicated, white with black core (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
- B. Thickness: 1/16" for units up to 20 sq. in. or 8" length; 1/8" for larger units.
- C. Fasteners: Self-tapping stainless-steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate the substrate.

2.09 LETTERING AND GRAPHICS

- A. General: Coordinate names, abbreviations and other designations used in Plumbing identification work, with corresponding designations shown, specified, or scheduled. Provide numbers, lettering and wording as indicated, and as recommended by manufacturer or as required for proper identification and operation/maintenance of Plumbing systems and equipment.
1. Multiple Systems: Where multiple systems of same generic name are shown and specified, provide identification which indicates individual system number as well as service (as examples; Boiler No. 3, Air Supply No. 1H, Standpipe F12).

2.10 EQUIPMENT MARKERS

- A. Equipment Nameplates: Metal, with data engraved or stamped, for permanent attachment on equipment.
1. Data:
 - a. Manufacturer, product name, model number, and serial number.
 - b. Capacity, operating and power characteristics, and essential data.
 - c. Labels of tested compliances.
 2. Location: Accessible and visible.
 3. Fasteners: As required to mount on equipment.
- B. Equipment Markers: Engraved, color-coded laminated plastic. Include contact-type, permanent adhesive.
1. Terminology: Match schedules as closely as possible.
 2. Data.
 3. Name and plan number.
 - a. Equipment service.
 - b. Design capacity.
 - c. Other design parameters such as pressure drop, entering and leaving conditions, and speed.

4. Size: 2-1/2 by 4 inches for control devices, dampers, and valves; 4-1/2 by 6 inches for equipment.
- C. Equipment Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine sub-core, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
1. Data: Instructions for operation of equipment and for safety procedures.
 2. Engraving: Manufacturer's standard letter style, of sizes and with terms to match equipment identification.
 3. Retain and edit subparagraph above or first subparagraph below.
 4. Thickness: 1/16 inch for units up to 20 sq. in. or 8 inches in length, and 1/8 inch for larger units.
 5. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.
- D. Access Panel and Door Markers: 1/16-inch thick, engraved laminated plastic, with abbreviated terms and numbers corresponding to identification. Provide 1/8-inch center hole for attachment.
1. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Coordination: Where identification is to be applied to surfaces which require insulation, painting or other covering or finishes, including valve tags in finished mechanical spaces, install identification after completion of covering and painting. Install identification prior to installation of acoustical ceilings and similar removable concealment.

3.02 PIPING SYSTEM IDENTIFICATION

- A. General: Install pipe markers of one of the following types on each system indicated to receive identification, and include arrows to show normal direction of flow:
1. Plastic pipe markers, with application system as indicated under "Materials" in this section. Install on pipe insulation segment where required for hot-non-insulated pipes.
- B. Locate pipe markers as follows wherever piping is exposed to view in occupied spaces, machine rooms, accessible maintenance spaces (shafts, tunnels, plenums) and exterior non-concealed locations.
1. Near each valve and control device.
 2. Near each branch, excluding short take-offs for fixtures and terminal units; mark each pipe at branch, where there could be question of flow pattern.
 3. Near locations where pipes pass through walls, floors ceilings, or enter non-accessible enclosures.
 4. At access doors, manholes similar access points which permit view of concealed piping.
 5. Near major equipment items and other points of origination and termination.
 6. Spaced intermediately at maximum spacing of 50' along each piping run, except reduce spacing to 25' in congested areas of piping and equipment.
 7. On piping above removable acoustical ceilings, except omit intermediately spaced markers.

3.03 UNDERGROUND PIPING IDENTIFICATION

- A. General: During back-filling of each exterior underground piping systems, except sanitary sewer and storm drainage install continuous underground-type plastic line marker, located directly over buried line at 6" to 8" below finished grade. Where multiple small lines are buried in common trench and do not exceed overall width of 16", install single line marker.

3.04 VALVE IDENTIFICATION

- A. General: Provide valve tag on every valve, cock and control device in each piping system; exclude check valves, valves within factory-fabricated equipment units, plumbing fixture faucets, convenience and lawn-watering hose bibs, and shut-off valves at plumbing fixtures, and similar rough-in connections of end-use fixtures and units. List each tagged valve on valve schedule for each piping system.
- B. Mount valve schedule frames and schedules in machine rooms where indicated or, if not otherwise indicated, where directed by Architect/Engineer.

3.05 PLUMBING EQUIPMENT IDENTIFICATION

- A. General: Install engraved plastic laminate sign or plastic equipment marker on or near each major item of plumbing equipment and each operational device, as specified herein if not otherwise specified for each item or device. Provide signs for the following general categories of equipment and operational devices:
 - 1. Fuel-burning units including water heaters, boilers, furnaces, heaters.
 - 2. Pumps, compressors, chillers, condensers, and similar motor-driven units.
 - 3. Fans and blowers.
- B. Lettering Size: Minimum 1/4" high lettering for name of unit where viewing distance is less than 2'-0", 1/2" high for distances up to 6'-0", and proportionately larger lettering for greater distances. Provide secondary lettering of 2/3 to 3/4 of size of the principal lettering.
- C. Test of Signs: In addition to name of identified unit, provide lettering to distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

3.06 ADJUSTING AND CLEANING

- A. Adjusting: Relocate any Plumbing identification device which has become visually blocked by work of this division or other divisions.
- B. Cleaning: Clean face of identification devices, and glass frames of valve charts.

END OF SECTION

SECTION 22 11 19

PIPING SPECIALTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section specifies piping specialties and installation methods common to more than one section of Division 22.

1.02 RELATED SECTIONS

- A. This section applies to all piping systems specified in Division 22.
- B. Valves are specified in a separate section and in individual piping system Sections of Division 22.
- C. Fire Barrier Penetration Seals are specified in Section 22 11 00.

1.03 SUBMITTALS

- A. Refer to Division 01 and Section 22 05 00 "Common Work Results for Plumbing" for administrative and procedural requirements for submittals.
- B. Product Data: Submit product data on the following items:
 - 1. Escutcheons
 - 2. Dielectric Unions and Fittings
 - 3. Mechanical Sleeve Seals
 - 4. Strainers

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect flanges, fittings, and specialties from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer Uniformity: Conform to the requirements specified in Common Work Results For Plumbing, under "Product Options."
- B. Manufacturer: Subject to compliance with requirements, provide piping materials and specialties from one of the following:
 - 1. Pipe Escutcheons:
 - a. McGuire
 - b. BrassCraft
 - c. Pasco
 - 2. Dielectric Waterway Fittings:
 - a. EpcO Sales, Inc.
 - b. Victaulic Company of America
 - 3. Dielectric Unions:
 - a. Eclipse, Inc.
 - b. Perfection Corp.
 - c. Watts Regulator Co.
 - 4. Strainers:
 - a. Armstrong Machine Works
 - b. Hoffman Specialty ITT; Fluid Handling Div.
 - c. Metraflex Co.
 - d. R-P&C Valve; Div. White Consolidated Industries, Inc.
 - e. SpiraxSarco
 - f. Trane Co.
 - g. Victaulic Co. of America. (low-pressure applications only).
 - h. Watts Regulator Co.

- 5. Mechanical Sleeve Seals:
 - a. Thunderline Corp.

2.02 PIPE AND FITTINGS

- A. Refer to the individual piping system specification sections in Division 22 for specifications on piping and fittings relative to that particular system.

2.03 JOINING MATERIALS

- A. Welding Materials: Comply with Section II, Part C, ASME Boiler and Pressure Vessel Code for welding materials appropriate for the wall thickness and chemical analysis of the pipe being welded.
- B. Brazing Materials: Comply with SFA-5.8, Section II, ASME Boiler and Pressure Vessel Code for brazing filler metal materials appropriate for the materials being joined.
- C. Soldering Materials: Refer to individual piping system specifications for solder appropriate for each respective system.
- D. Gaskets for Flanged Joints: Gasket material shall be full-faced for cast-iron flanges and raised-face for steel flanges. Select materials to suit the service of the piping system in which they are to be installed and which conform to their respective ANSI Standard (A21.11, B16.20, or B16.21). Provide materials that will not be detrimentally affected by the chemical and thermal conditions of the fluid being carried.

2.04 PIPING SPECIALTIES

- A. Escutcheons: Chrome-plated, stamped steel, hinged, split-ring escutcheon, with set screw. Inside diameter shall closely fit pipe outside diameter, or outside of pipe insulation where pipe is insulated. Outside diameter shall completely cover the opening in floors, walls, or ceilings.
- B. Unions: Malleable-iron, Class 150 for low pressure service and class 250 for high pressure service; hexagonal stock, with ball-and-socket joints, metal-to-metal bronze seating surfaces; female threaded ends.
- C. Dielectric Unions: Provide dielectric unions with appropriate end connections for the pipe materials in which installed (screwed, soldered, or flanged), which effectively isolate dissimilar metals, prevent galvanic action, and stop corrosion.
- D. Dielectric Waterway Fittings: Electroplated steel or brass nipple, with an inert and non-corrosive, thermoplastic lining.
- E. Y-Type Strainers: Provide strainers full line size of connecting piping, with ends matching piping system materials. Screens shall be Type 304 stainless steel, with 3/64" perforations at 225 holes per square inch.
 - 1. Provide strainers with 125 psi working pressure rating for low-pressure applications, and 250 psi pressure rating for high-pressure application.
 - 2. Threaded Ends, 2" and Smaller: Cast-iron body, screwed screen retainer with centered blowdown fitted with pipe plug.
 - 3. Threaded Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blowdown fitted with pipe plug.
 - 4. Flanged Ends, 2-1/2" and Larger: Cast-iron body, bolted screen retainer with off-center blow-down fitted with pipe plug.
 - 5. Butt Welded Ends, 2-1/2" and Larger for Low Pressure Application: Schedule 40 cast carbon steel body, bolted screen retainer with off-center blowdown fitted with pipe plug.
 - 6. Butt Welded Ends, 2-1/2" and Larger for High Pressure Application: Schedule 80 cast carbon steel body, bolted screen retainer with off-center blowdown fitted with pipe plug.
 - 7. Grooved Ends, 2-1/2" and Larger: Tee pattern, ductile-iron or malleable-iron body and access end cap, access coupling with EDPM gasket.
- F. Mechanical Sleeve Seals: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve, connected with bolts and pressure plates which cause rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

PART 3 - EXECUTION

3.01 ESCUTCHEONS

- A. Install escutcheons at all exposed penetrations of piping through walls, ceilings, and floors in rooms with finish surfaces.

3.02 FITTINGS AND SPECIALTIES

- A. Install strainers on the supply side of each control valve, pressure reducing or regulating valve, solenoid valve, and elsewhere as indicated.
- B. Install unions adjacent to each valve, and at the final connection to each piece of equipment and plumbing fixture having 2" and smaller connections, and elsewhere as indicated.
- C. Install Flanges in piping 2-1/2" and larger, where indicated, adjacent to each valve, and at the final connection to each piece of equipment.
- D. Install dielectric unions to connect piping materials of dissimilar metals in dry piping systems (gas, compressed air, vacuum).
- E. Install dielectric fittings to connect piping materials of dissimilar metals in wet piping systems (water, steam).

END OF SECTION

SECTION 23 11 23

FACILITY NATURAL GAS PIPING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes distribution piping systems for natural gas and manufactured gas within the building and extending from the point of delivery to the building to the connections with gas utilization devices. Piping materials and equipment specified in this Section include:
 - 1. Pipes, fittings, and specialties;
 - 2. Special duty valves.
- B. This Section does not apply to LP-gas piping; industrial gas applications using such gases as acetylene and acetylenic compounds, hydrogen, ammonia, carbon monoxide, oxygen, and nitrogen; gas piping, meters, gas pressure regulators and other appurtenances used by the serving gas supplier in distribution of gas.
- C. Natural gas yard piping is not included in this section.
- D. Gas pressures for systems specified in this section are limited to 5 PSIG, unless otherwise specified.
- E. Products not furnished under this Section include gas meters which will be provided by the utility company, to the site, ready for installation.

1.02 RELATED SECTIONS

- A. The following Sections contain requirements that relate to this Section:
 - 1. Division 33 Section "Natural Gas Yard Piping" for fuel gas service piping which is underground, outside the building, and connecting the "Gas Distribution Piping" to public utilities (or connecting groups of buildings on the same site).
 - 2. Division 23 Section "HVAC Identification" for labeling and identification of gas piping systems.

1.03 DEFINITIONS

- A. Pipe sizes used in this Specification are Nominal Pipe Size (NPS).
- B. Gas Distribution Piping: A pipe within the building which conveys gas from the point of delivery to the points of usage.
- C. Gas Yard Piping: That portion of gas distribution system which is underground.
- D. Gas Service Piping: The pipe from the gas main or other source of supply including the meter, regulating valve, or service valve to the gas distribution system and/or gas yard piping system being served.
- E. Point of Delivery is the outlet of the service meter assembly, or the outlet of the service regulator (service shutoff valve when no meter is provided).

1.04 SUBMITTALS

- A. Product data for each gas piping specialty and special duty valves. Include rated capacities of selected models, furnished specialties and accessories, and installation instructions.
- B. Maintenance data for gas specialties and special duty valves, for inclusion in operating and maintenance manual specified in Division 01 and Division 22 Section "Common Work Results for Plumbing."
- C. Test reports specified in Part 3. Submit for inclusion in operating and maintenance manual.

1.05 QUALITY ASSURANCE

- A. Installation Qualifications: Installation and replacement of gas piping, gas utilization equipment or accessories, and repair and servicing of equipment shall be performed only by a qualified installer. The term qualified is defined as experienced in such work (experienced shall mean having a minimum of 5 previous projects similar in size and scope to this project), familiar with

precautions required, and has complied with the requirements of the authority having jurisdiction. Upon request, submit evidence of such qualifications to the Architect.

- B. Qualifications for Welding Processes and Operators: Comply with the requirements of ASME Boiler and Pressure Vessel Code, "Welding and Brazing Qualification."
- C. Regulatory Requirements: Comply with the requirements of the following codes:
 - 1. NFPA 54 - National Fuel Gas Code, for gas piping materials and components, gas piping installations, and inspection, testing, and purging of gas piping systems.
 - 2. California Plumbing Code (CPC).

1.06 SEQUENCING AND SCHEDULING

- A. Notification of Interruption of Service: Except in the case of an emergency, notify all affected users when the gas supply is to be turned off.
- B. Work Interruptions: When interruptions in work occur while repairs or alterations are being made to an existing piping system, leave the system in safe condition.
- C. Coordinate the installation of pipe sleeves for wall penetrations.

1.07 EXTRA MATERIALS

- A. Valve wrenches: Furnish to Owner, with receipt, 2 valve wrenches for each type of gas valve installed, requiring same.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide gas piping system products from one of the following:
 - 1. Gas service cocks: Semi-steel 175 pound with tapered bronze plug and bolted yoke. Furnish one operating wrench for each valve.
 - a. Powell Fig. 2200 & 2201
 - b. Nordstrom Fig. 142 & 143
 - c. Walworth Fig. 1796 & 1797F
 - d. Homestead Fig. 611 & 612
 - 2. Gas valves at equipment: All bronze, flathead screwed gas cocks.
 - a. Powell Fig. 947
 - b. Crane Fig. 270
 - c. Healey Fig. 20F
 - d. Walworth Fig. 591

2.02 PIPE AND TUBING MATERIALS

- A. General: Refer to Part 3, Article "PIPE APPLICATIONS" for identification of systems where the below specified pipe and fitting materials are used.
- B. Steel Pipe: ASTM A 53, Schedule 40, seamless, black steel pipe, beveled ends.

2.03 FITTINGS

- A. Malleable-Iron Threaded Fittings: ANSI B16.3, Class 150, standard pattern, for threaded joints. Threads shall conform to ANSI B1.20.1.
 - 1. Joint compound or tape suitable for gas being handled.
- B. Steel Fittings: ASTM A 234, seamless or welded, for welded joints.
- C. Steel Flanges and Flanged Fittings: ANSI B16.5, including bolts, nuts, and gaskets of the following material group, end connection and facing:
 - 1. Material Group: 1.1
 - 2. End Connections: Butt Welding.
 - 3. Facings: Raised face.

2.04 PIPING SPECIALTIES

- A. Unions: ANSI B16.39, Class 150, black malleable iron; female pattern; brass to iron seat; ground joint.

- B. Dielectric Unions: ANSI B16.39, Class 250; malleable iron and cast bronze; with threaded or soldered end connections suitable for pipe to be joined; designed to isolate galvanic and stray current corrosion.
- C. Protective Coating: When piping will be in contact with material or atmosphere exerting a corrosive action, pipe and fittings shall be factory-coated with polyethylene tape, having the following properties:
 - 1. Overall thickness; 20 mils;
 - 2. Synthetic adhesive;
 - 3. Water vapor transmission rate, gallons per 100 Square Inch; 0.10 or less;
 - 4. Water absorption, percent; 0.02 or less.
 - 5. Prime pipe and fittings with a compatible primer prior to application of tape.

2.05 JOINING MATERIALS

- A. Welding Materials: Comply with Section II, Part C, ASME Boiler and Pressure Vessel Code for welding materials appropriate for the wall thickness and chemical analysis of the pipe being welded.
- B. Brazing Materials: Comply with SFA-5.8, Section II, ASME Boiler and Pressure Vessel Code for brazing filler metal materials appropriate for the materials being joined.
- C. Soldering Materials: Refer to individual piping system specifications for solder appropriate for each respective system.
 - 1. Soldering materials shall not contain lead.
- D. Gaskets for Flanged Joints: Gasket material shall be full-faced for cast-iron flanges and raised-face for steel flanges. Select materials to suit the service of the piping system in which installed and which conform to their respective ANSI Standard (A21.11, B16.20, or B16.21). Provide materials that will not be detrimentally affected by the chemical and thermal conditions of the fluid being carried

2.06 SLEEVES AND SEALS

- A. Sleeves:
 - 1. Sheet-Metal Sleeves: 5" and Smaller, 20 gage galvanized sheet metal; 6" and Larger, 10 - gage galvanized sheet metal, round tube closed with welded longitudinal joint.
 - 2. Steel Sleeves: Schedule 40 galvanized, welded steel pipe, ASTM A53, Grade A.
 - 3. Galvanized steel telescoping type: Galvanized sheet metal per manufacturer's standards.
 - 4. Polyethylene Sleeves: Manufacturer's standard product.
- B. Mechanical Sleeve Seals: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve, connected with bolts and pressure plates which cause rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation

2.07 FIRESTOP SEALANT

- A. Fire stopping material shall be asbestos-free and capable of maintaining an effective barrier against flame and gases in compliance with the following requirements:
 - 1. Flame Spread: 25 or less, ASTM E 84.
 - 2. Smoke Development: 50 or less, ASTM E 84.
 - 3. Combustibility: Noncombustible, ASTM E 136.
- B. Material when installed shall have the same fire rating as the assembly in which it is being installed

2.08 PIPING ISOLATION

- A. Manufacturer's standard product for providing sound and electrolysis isolation

2.09 VALVES

- A. Gas Cocks 2 inch and Smaller: 150 PSI WOG, bronze body, straightaway pattern, square head, threaded ends.
- B. Gas Cocks 2-1/2" Inch and Larger: MSS SP-78; 175 PSI, lubricated plug type, semi-steel body, single gland, wrench operated, flanged ends.

- C. Ball Valves: Rated for 400 PSI WOG pressure, two piece construction; with bronze body conforming to ASTM B62, Standard (or regular) post, chrome plated brass ball, replaceable "Teflon" or "TFE" seats and seals, blowout proof stem, and vinyl covered steel handle; with threaded ends.
- D. Solenoid Valves: aluminum body, 120 Volts AC, 60 Hz, Class B continuous duty molded coil NEMA 4 coil enclosure; electrically opened/electrically closed; dual coils; normally closed; UL and FM approved and labeled. Gas Line Pressure Regulators: Single stage, steel jacketed, corrosion-resistant gas pressure regulators; with atmospheric vent, elevation compensator; with threaded ends for 2 inch and smaller, flanged ends for 2-1/2 inch and larger; for inlet and outlet gas pressures, specific gravity, and volume flow indicated.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Precautions: Before turning off the gas to the premises, or section of piping, turn off all equipment valves. Perform a leakage test as specified in "FIELD QUALITY CONTROL" below, to determine that all equipment is turned off in the piping section to be affected.
- B. Conform to the requirements in NFPA 54, for the prevention of accidental ignition.

3.02 PIPE APPLICATIONS

- A. Install steel pipe above ground with threaded joints and fittings for 2 inch and smaller, and with welded joints for 2-1/2" inch and larger.

3.03 PIPING INSTALLATIONS

- A. General: Conform to the requirements of NFPA 54 - National Fuel Gas Code.
- B. Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate the general location and arrangement of piping systems. Design locations and arrangements of piping. Take into consideration pipe sizing, flow direction, slope of pipe, expansion, and other design considerations. So far as practical, install piping as indicated.
- C. Concealed Locations: Except as specified below, install concealed gas piping in an air-tight conduit constructed of Schedule 40, seamless black steel with welded joints. Vent conduit to the outside and terminate with a screened vent cap.
 - 1. Above-Ceiling Locations: Gas piping may be installed in accessible above-ceiling spaces (subject to the approval of the authority having jurisdiction), whether or not such spaces are used as a plenum. Valves shall not be located in such spaces.
 - 2. Piping in Partitions: Concealed piping shall not be located in solid partitions.
 - 3. Prohibited Locations: do not install gas piping in or through a circulating air duct, clothes chute, chimney or gas vent, ventilating duct, dumb waiter or elevator shaft.
- D. Install pipe sleeve seals at foundation penetrations.
- E. Seal pipe penetrations of fire barriers using fire barrier penetration sealers acceptable to State Fire Marshal.
- F. Use fittings for all changes in direction and all branch connections.
 - 1. Weld-o-lets may be used in lieu of tees for branch connections two sizes or more, smaller than main.
 - 2. Mitered elbows or tees not permitted.
- G. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted, unless expressly indicated.
- H. Install piping free of sags or bends and with ample space between piping.
- I. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.
- J. Install piping tight to slabs, beams, joists, columns, walls, and other permanent elements of the building. Allow sufficient space above removable ceiling panels to allow for panel removal.
- K. Locate groups of pipes parallel to each other, spaced to permit servicing of valves.

- L. Install gas piping at a uniform grade of 1/4 inch in 15 feet, upward to risers, and from the risers to the meter, or service regulator when meter is not provided, or the equipment.
- M. Make reductions in pipe sizes using eccentric reducer fittings installed with the level side down.
- N. Connect branch outlet pipes from the top or sides of horizontal lines, not from the bottom.
- O. Hangers, supports, and anchors are specified in Division 22 Section "Supports and Anchors." Conform to the table below for maximum spacing of supports:

<u>SIZE (NPS)</u>	<u>SPACING IN FT.</u>	<u>MIN. ROD SIZE IN IN.</u>
1/2	5	3/8
3/4 to 1-1/4	6	3/8
1-1/2 to 3 (horizontal)	12	1/2
3-1/2 to 5 (vertical)	all sizes every floor level	

- P. Install unions in pipes 2 inches and smaller, adjacent to each valve, at final connections to each piece of equipment, and elsewhere as indicated. Unions are not required on flanged devices.
- Q. Install dielectric unions where piping of dissimilar metals is joined.
- R. Install flanges on valves, apparatus, and equipment having 2-1/2 inch and larger connections.
- S. Install strainers on the supply side of each control valve, pressure reducing valve, pressure regulating valve, solenoid valve, and elsewhere as indicated.
- T. Anchor piping to ensure proper direction of expansion and contraction. Install expansion loops and joints as indicated on the Drawings and specified in Division 23 Section "Common Work Results for HVAC."

3.04 PIPE SUPPORTS AND HANGERS

- A. All pipe Supports and Hangers shall be per requirements of Specification Section 22 05 29 "Supports and Anchors".

3.05 PIPE JOINT CONSTRUCTION

- A. Welded Joints: Comply with the requirements in ASME Boiler and Pressure Vessel Code, Section IX.
- B. Threaded Joints: Conform to ANSI B1.20.1 tapered pipe threads for field cut threads. Join pipe, fittings, and valves as follows:
 1. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint. Refer to NFPA 54, for guide for number and length of threads for field threading steel pipe.
 2. Align threads at point of assembly.
 3. Apply appropriate tape or thread compound to the external pipe threads.
 4. Assemble joint to appropriate thread depth. When using a wrench on valves place the wrench on the valve end into which the pipe is being threaded.
 5. Damaged Threads: Do not use pipe with threads which are corroded, or damaged. If a weld opens during cutting or threading operations, that portion of pipe shall not be used.
- C. Flanged Joints: Align flange surfaces parallel. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly to appropriate torque specified by the bolt manufacturer.

3.06 VALVE APPLICATION

- A. General: The drawings indicate valve types, locations, and arrangements.
- B. Shut-off duty: Use gas cocks specified in Part 2 above.

3.07 VALVE INSTALLATION

- A. Install valves in accessible locations, protected from physical damage. Tag valves with a metal tag attached with a metal chain indicating the piping systems supplied.
- B. Install a gas cock upstream of each gas pressure regulator. Where two gas pressure regulators are installed in series in a single gas line, a manual valve is not required at the second regulator.

- C. Install ball valves in all locations required for quick emergency shut off.
- D. Install pressure relief or pressure limiting devices so they can be readily operated to determine if the valve is free; so they can be tested to determine the pressure at which they will operate and examined for leakage when in the closed position.
- E. Install low pressure gas check in primary gas supply line to each laboratory room. Valve to be installed immediately downstream of manual emergency shut off valve.

3.08 TERMINAL EQUIPMENT CONNECTIONS

- A. Install gas cocks upstream and within 6 feet of gas appliance. Install a union or flanged connection downstream from the gas cock to permit removal of controls.
- B. Sediment Traps: Install a tee fitting with the bottom outlet plugged or capped as close to the inlet of the gas appliance as practical. Drip-leg shall be a minimum of 3 pipe diameters in length.

3.09 ELECTRICAL BONDING AND GROUNDING

- A. Install above ground portions of gas piping systems, upstream from equipment shutoff valves electrically continuous and bonded to a grounding electrode in accordance with NFPA 70 "National Electrical Code."
- B. Do not use gas piping as a grounding electrode.
- C. Conform to NFPA 70 "National Electrical Code," for electrical connections between wiring and electrically operated control devices.

3.010 FIELD QUALITY CONTROL

- A. Piping Tests: Inspect, test, and purge natural gas systems in accordance with NFPA 54, and local utility requirements.
- B. Prepare test reports and submit.

END OF SECTION

CIP NO. 630
COMMUNITY CENTER GAS LINE REPAIRS

VII. SPECIAL PROVISIONS

The following Special Provisions supplement and amend the 2021 Standard Specifications for Public Works Construction (SSPWC). These Special Provisions have been arranged into a format and sequence that parallels the Standard Specifications for Public Works Construction.

TABLE OF CONTENTS

PART 1 – GENERAL PROVISIONS.....	SP-3
PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.....	SP-3
SECTION 1 – GENERAL.....	SP-3
1-2 TERMS AND DEFINITIONS.....	SP-3
SECTION 2 – SCOPE OF THE WORK.....	SP-3
2-2 PERMITS.....	SP-3
2-5 THE CONTRACTOR’S EQUIPMENT AND FACILITIES.....	SP-4
2-5.5 Contractor’s Responsibility for Work.....	SP-4
2-5.6 Notice and Service Thereof.....	SP-4
2-11 RETENTION OF IMPERFEECT WORK.....	SP-5
SECTION 3 – CONTROL OF THE WORK.....	SP-5
3-6 THE CONTRACTOR’S REPRESENTATIVE.....	SP-5
3-7 CONTRACT DOCUMENT.....	SP-6
3-8 SUBMITTALS.....	SP-6
3-12 WORK SITE MAINTENANCE.....	SP-7
3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.....	SP-7
SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES.	SP-8
5-3 LABOR.....	SP-8
5-4 INSURANCE.....	SP-8
5-7 SAFETY.....	SP-9
5-8 LAWS TO BE OBSERVED.....	SP-10
5-9 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION.....	SP-12
SECTION 6 – PROSECTION AND PROGRESS OF THE WORK.....	SP-12
6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.....	SP-12
6-9 LIQUIDATED DAMAGES.....	SP-14
SECTION 7 – MEASUREMENT AND PAYMENT.....	SP-14
7-3 PAYMENT.....	SP-14
7-6 PAYMENT FOR PROJECT BID ITEMS.....	SP-17
PART 9 – SPECIFIC CONDITIONS.....	SP-19
SECTION 900 WORK AREA.....	SP-19
900-1.1 Work Area Access	SP-19
900-1.2 Work Area Maintenance.....	SP-19
SECTION 901 – CONSTRUCTION MANAGEMENT.....	SP-19
901-1 PROCORE SOFTWARE.....	SP-19
 Exhibit “A” Schedule of Performance	 SP-20
EXHIBIT “B”- Solid Waste Reporting	SP-21
EXHIBIT “C” - Construction Notice Template	SP- 23
EXHIBIT “D” - Haul Routes	SP-24

PART 1 – GENERAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction (SSPWC), written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, shall be the Standard Specifications of the City. All work shall conform to the edition indicated in this document and in the bid proposal documents, including supplements, of the SSPWC, these Special Provisions which supplement or modify the SSPWC, the Standard Plans for Public Works Construction (SPPWC) of the same edition as the SSPWC, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract documents.

SECTION 1 – GENERAL.

1-2 TERMS AND DEFINITIONS.

Whenever the following terms are used in the SSPWC, they shall be understood to mean and refer to the following:

- a) Board – The City Council of the City of Hermosa Beach
- b) Contract documents – Documents including but not limited to the proposal forms, Special Provisions, Bonds, Insurance, Contract, and all Addenda setting forth any modifications to the documents.
- c) Engineer – The Director of Public Works/City Engineer or their authorized representative
- d) Bidder – An individual, co-partnership, association, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- e) Legal Address of Contractor – The address given on the Contractor’s bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.

SECTION 2 – SCOPE OF THE WORK.

2-2 PERMITS.

Add the following:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with the Contract documents.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code.

City Right of Way Permit

A City Right of Way Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

Right of Way Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain a no fee right of way permit as required for an encroachment from that entity.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

2-5.4 Haul Routes.

Replace the entire subsection with the following:

Haul Routes shall be per the City of Hermosa Beach Truck Routes map.

Add the following subsections:

2-5.5 Contractor's Responsibility for Work.

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

2-5.6 Notice and Service Thereof.

Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or

other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

2-5.7 Warrant of Title.

No materials, supplies, or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale Contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by them to the City free from any claims, liens, encumbrances, or charges, and further agrees that neither they nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company.

Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City.

2-11 RETENTION OF IMPERFEECT WORK.

If any portion of the work done or materials furnished under the Contract proves defective or not in accordance with the specifications and Contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

SECTION 3 – CONTROL OF THE WORK.

3-6 THE CONTRACTOR’S REPRESENTATIVE.

Add the following:

The Contractor shall provide the Engineer with the name, address, and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

3-7 CONTRACT DOCUMENT.

3-7.2 Precedence of Contract documents.

Replace the entire subsection with the following:

If there is a conflict between any of the Contract documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

1. Requirements of law, including the Code and Ordinances of the City of Hermosa Beach.
2. Permits from other agencies as may be required by law.
3. Permits from City of Hermosa Beach Departments as may be required by law or ordinance.
4. The Contract.
5. The Bid Proposal.
6. Addenda.
7. Notice Inviting Bids.
8. Instructions to Bidders.
9. Special and General Provisions.
10. Plans.
11. City of Hermosa Beach Standard Plans.
12. Other Standard Plans.
13. Standard Specifications for Public Works Construction.
14. Reference Specifications.

Change orders, supplemental agreements, and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND, and THIRD. Detailed plans shall have precedence over general plans.

3-8 SUBMITTALS.

3-8.1 General.

Add the following:

The Contractor shall submit the following submittals within ten (10) days of notification of the City's intent to award this Contract:

- Project Construction Schedule, sequence, and phase sequence plan
- Preconstruction video on USB, 2 copies
- Copy of City Business License (Prime and Subcontractors)

- 24 Hr. Emergency Phone Call List
- Letters identifying site authorized Contractor’s representative or “Superintendent” and Contractor’s “Competent Person”
- Vehicular and Pedestrian Traffic Control Plan
- WPCP / Best Management Practices
- Construction Notices sample template shall be provided by the City to the Contractor and modified and submitted to the engineer for review and approval. Approved Construction Notice shall be distributed by Contractor. See Exhibit C
- Others as requested by the Engineer

3-12 WORK SITE MAINTENANCE.

3-12.6.2 Best Management Practices (BMPs).

Replace the entire subsection with the following:

Best Management Practices (BMPs) shall be defined as a method used to prevent or control stormwater runoff and the discharge of pollutants, including sediment, into local storm drains and/or drainage facilities leading to waterbodies. The contractor shall obtain and refer to the California Stormwater Quality Association’s *2023 Construction BMP Handbook*, the City of Hermosa Beach Community Development Department’s *Best Management Practices for Small Construction Sites* brochure, and any other materials provided by the City. The contractor shall, based on those documents, the contract documents, and latest industry best practices, provide a project-specific erosion control plan which will specify which BMPs will be utilized for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control.

The contractor shall be responsible for installing, constructing, inspecting, maintaining, and removing and disposing of BMPs in accordance with the erosion control plan and as requested by the Engineer throughout the duration of construction, including outside of working hours. Additional BMPs may be required due to change(s) in field conditions, contractor activities, or construction operations. The contractor shall be responsible for adjusting BMPs as requested by the Engineer to achieve erosion control objectives. The contractor shall also be responsible for BMP implementation and maintenance throughout any temporary suspension of the work.

Payment for BMPs shall be included in cost of the other items of work. The Contractor shall comply with the requirements described above in implementing BMPs including obtaining any required permits. No additional compensation will be made therefor.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

Add the following subsection:

3-13.4 Completion and Acceptance.

In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful

Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the City to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at its own cost and expense, to the satisfaction of the Engineer within thirty (30) days of written notice thereof by the City.

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES.

5-3 LABOR.

Add the following subsection:

5-3.6 Laws.

Each Bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low Bidder, said low Bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

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

5-4 INSURANCE.

Replace the entire subsection with the following:

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$1,000,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$2,000,000

Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single

policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Contract shall include a provision waiving the insurer's right of subrogation against the City.

The cost of all insurance shall be included in the Contractor's bid.

5-7 SAFETY.

Add the following subsection:

5-7.9 Emergency Provisions.

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the

progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the City may seem reasonable and necessary, all at the expense of the Contractor.

Add the following subsections:

5-8 LAWS TO BE OBSERVED.

5-8.1 Laws and Regulations.

The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this Contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this Contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these Specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

5-8.2 General.

The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5-8.3 Eight-Hour Law.

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each workman employed in the execution of the Contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by

employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

5-8.4 Prevailing Rate of Per Diem Wages.

Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. The Federal Minimum wage rates for this project as predetermined by the United States Secretary of labor are set forth herein by addenda and in copies that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the general prevailing wage rates determined by the Director of the California Department of Industries Relations for similar classifications of labor, the Contractor and subcontractor shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determination. This includes "helper" (or other classifications based on hours of experience) or any other classifications not appearing in the Federal wage rate determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractor, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, Bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction Contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information with be treated confidentially and caller anonymity will be respected.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the City \$50.00 (fifty dollars) for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

5-8.5 Certified Payroll.

Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any Contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold.

\$1,000.00 for each weekly payroll certificate not received from payment due.

5-9 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION.

The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

SECTION 6 – PROSECTION AND PROGRESS OF THE WORK.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

Add the following:

The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) days of notification of the City's intent to award this Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

In preparation of the construction schedule, the following items shall be considered:

- The City observes the following holidays, which shall be considered non-working days. If the Contractor elects to work on any of the City holidays the Contractor shall be responsible for paying any associated inspection costs, including overtime and holiday premiums. **Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.**
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Washington's Birthday
 - Cesar Chavez Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving
 - Christmas Day
- The Contractor's working hours shall be limited to the hours between 8:00 A.M. and

6:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

- In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 72 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	310/783-9332
The Gas Co.	310/605-7837
Verizon	818/837-0394
Hermosa Beach Police & Fire	310/524-2750
Time Warner (Cable TV)	310/216-4184
West Basin Municipal Water District	310/217-2411
Athens Services	626/934-4696
California Water Service Co.	310/257-1428
Underground Service Alert	800/227-2600
Los Angeles County Flood Maintenance	562/861-0316
Los Angeles County Public Works	626/458-3109

The Contractor shall submit periodic Progress Reports to the Director of Public Works by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-4.3 Payment for Delays.

To the furthest extent permitted by law, replace the entire subsection with the following:

In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of \$1,200 per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

6-9 LIQUIDATED DAMAGES.

Add the following:

The amount of liquidated damages is hereby amended to **\$1,200** for each consecutive calendar day.

SECTION 7 – MEASUREMENT AND PAYMENT.

7-3 PAYMENT.

7-3.2 Partial and Final Payment.

Replace the entire subsection with the following:

The closure date for periodic progress payments shall be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract documents.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the City, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in the bid schedule. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained. Payments will be withheld pending receipt of any outstanding reports required by the contract documents.

The final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

7-3.4 Mobilization.

Replace the entire subsection with the following:

Mobilization and demobilization shall include all site visits; preparation of all submittals; BMPs; obtaining all permits, insurance, and bonds; video recording of the site existing conditions; moving onto the site all materials and equipment; set up of any temporary facilities (e.g. sanitary facilities, parking, construction water, equipment and materials staging area, fencing); distribution of all notification materials; removal of same at completion of the work; site cleanup;

and other work as required to perform and complete the work.

No material, equipment, or vehicles to be left overnight on sidewalks or streets.

A minimum of one week prior to the start of construction, the Contractor shall video record all areas where construction is to take place. Such video recordings shall be provided to the Engineer before construction commences. These video recordings shall serve as a record of the existing conditions for disputes arising from restoration and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. Video recordings shall document existing sidewalks, and adjacent conditions. The video recordings shall be on two USB copies and given to the Engineer. All video recordings shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hour, minutes, and seconds) on which the recording was made. The Contractor shall also video record any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video recording, the area shall be restored as approved by the Engineer at Contractor's expense. All video recordings shall become the property of the City.

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, construction permits and/or permit riders as may be required by law, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

Mobilization shall include any work shown on the plans, including removal and/or relocation of an item of work shown on construction documents, which has no corresponding bid item for said work. It shall also include removal of vegetation, removal and/or modifications to the existing planters, wall, fences, gates within the project area, on private properties and within the public right of way as shown on the construction documents. Full compensation relating to that work, including the furnishing of labor and materials, and the disposal of materials shall be included herein.

Mobilization shall include compliance with water quality and air quality laws; furnishing all water required for the construction work; protection of utilities, trees, fences, walls, landscaping, and other facilities; and the relocations as shown on the plans. All complaints received by the City associated with the construction alleging damage to private property and vehicles shall be responded to by the Contractor within one working day of notification. Failure to comply with this provision may result in a penalty of one hundred and fifty dollars (\$150.00) per occurrence.

The Contractor shall have on the work site at all times, as its agent, a competent superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the Engineer.

Contractor shall confine his operations and work area within the project area. No encroachment into private property will be permitted without the prior written consent of the property owner. Obtaining this consent will be the responsibility and the costs of the Contractor. Material shown on the plans or designated in the Special Provisions which is to be used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations shall be repaired or replaced at the option of the Engineer by the Contractor at the Contractor's sole expense.

The Contractor shall provide personnel to keep the construction site in a safe condition at all times, including non-working hours. Mobilization shall include scheduling and phasing of the work per the requirements of the City. The Contractor shall coordinate all construction activities with the City.

Payment for mobilization shall be per the Lump Sum (LS) price bid not exceeding 5% of the total bid amount for the project and shall include obtaining and paying for all bonding, insurance, business licenses and permits, as required for entire project, from the City of Hermosa Beach and all related agencies including but not limited to utility companies and private and public agencies. The City of Hermosa Beach will waive its permit fee.

The Contractor shall comply with the requirements specified by each license or permit. Compensation also includes furnishing a crew to pothole at the discretion of the Engineer. Progress payments for this item shall be paid in accordance with the completion percentage of the project and shall include the costs of such mobilization and administration for the entire contract period.

Add the following subsection:

7-3.9 Work Performed Without Direct Payment.

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools, and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor.

Replace the entire subsection with the following:

The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

7-4.3 Markup

7-4.3.1 Work by the Contractor.

Replace the entire subsection with the following:

An allowance for overhead and profit shall be added to the Contractor's costs and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. The markup shall be:

- a. Labor – 20%
- b. Materials – 15%
- c. Tool and Equipment Rental – 15%
- d. Other Items – 15%

7-4.3.2 Work by a Subcontractor.

When any of the extra work is performed by a subcontractor, the markup shall be applied to the subcontractor's costs. An allowance for the Contractor's overhead and profit shall be added to the sum of the subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the subcontractor. For Contractor markup of subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof and 5% on costs in excess of \$2,000.

Add the following section:

7-6 PAYMENT FOR PROJECT BID ITEMS.

7-6.1 Traffic Control and Public Safety.

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications for Public Works Construction, the latest version of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and Work Area Traffic Control Handbook (WATCH), and as noted herein. All necessary traffic control devices shall be in place prior to the start of work on a project section.

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic. Every effort shall be made to provide a clear and unobstructed view of all traffic control signs, signals, and markers.

The Contractor shall maintain access for emergency vehicles at all times. The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Engineer names and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

All existing permanent traffic control signs, barricades, and devices shall remain in effective operation unless a substitute operation is arranged for and approved by the Engineer. In the event that a temporary traffic control device or sign conflicts with a permanent one, the Contractor shall cover the permanent device to eliminate the conflict.

Prior to the start of each workday, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter

specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

The Contractor may post "Temporary No Parking" signs only after notifying and receiving approval from the Engineer. Type of sign, method, and location of such posting shall conform to the California MUTCD sign chart. The Contractor shall be required to provide and maintain all necessary flag persons, barricades, delineators, signs, flashers, and any other safety equipment as set forth in the latest publication of the California MUTCD, or as required by the Engineer to ensure safe passage of traffic (vehicles, pedestrians, cyclists, etc.).

The Contractor shall submit a traffic control and phasing plan for approval prior to beginning construction. No work shall commence on a phase until the previous phase is completed unless approved by the Engineer. The Contractor shall include these sequences in their work progress schedule to be submitted. The Contractor shall provide written notification to all businesses and residents near the construction one week prior to the work start date. The notice shall be prepared by the Contractor, approved by the City, distributed by the Contractor, and will include a preliminary schedule, name of the job superintendent/foreman and a telephone number where they can be reached 24 hours a day in case of emergency.

The cost for all project noticing will be included in the price of the traffic control. Failure or refusal by the Contractor to comply with the above requirements shall be sufficient cause for the Engineer to order the work done by City forces and for all costs thereof to be borne by the Contractor.

This item shall also include non-skid steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagger costs; and other items as requested by the Engineer to safely complete the work.

Should the Contractor appear to be negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at their expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

The Contractor shall provide access as required to accommodate special circumstance at any residence including access for disabled, impaired, special medical needs, etc.

Payment for Traffic Control and Public Safety shall be included in the cost for other items of work and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system as specified in the SSPWC and these specifications, and as directed by the City.

PART 9 – SPECIFIC CONDITIONS

SECTION 900- WORK AREA

900-1.1 Work Area Access

The subject work area is located outside and inside of a public facility open to use by members of the public and city staff seven (7) days a week. Contractor is responsible for ensuring that its work will not prevent or hinder access to and use of the facility. As such, the contractor is responsible for fully coordinating its activities with the owner, providing and maintaining all necessary construction area separations, dust control, noise control (to the maximum extent possible) to allow the normal use of the building by city staff and members of the public. Upon request by the contractor to allow work to be completed after hours, the City will review and consider such request provided that if the contractor's request is approved, there shall not be additional compensation for completing the work after hours.

900-1.2 Work Area Maintenance

Contractor shall control construction related to dust and noise. Contractor is responsible for daily clean-up of the work and adjacent areas.

SECTION 901 – CONSTRUCTION MANAGEMENT.

901-1 PROCORE SOFTWARE.

The contractor shall use the Procore construction management software (with account for the project made available by the City at no additional cost) for various construction management activities related to the project including but not limited to submission of schedules, project material submittals, and RFIs. Project documents including plans and specifications will also be made available on Procore for the contractor's use for the duration of the project

EXHIBIT "A" – SCHEDULE OF PERFORMANCE

CIP NO. 630

COMMUNITY CENTER GAS LINE REPAIRS

SECTION 1. BEGINNING OF WORK, TIME OF COMPLETION

1. Attention is directed to the provisions of Section 6-1 ("Construction Schedule and Commencement of the Work"), Section 6-1.1 ("Construction Schedule"), and Section 6-9 ("Liquidated Damages"), of the State Specifications, and these Provisions.
2. The Contractor shall complete work within **thirty five (35)** working days after receiving the "Notice to Proceed".
3. The Contractor and its securities will pay the sum of one thousand two hundred dollars **(\$1,200)** as liquidated damages for each consecutive calendar day of delay in the performance of the work in this agreement and as shown on the plans.

EXHIBIT “B” – SOLID WASTE REPORTING

Pursuant to the California Integrated Solid Waste Management Act of 1989, the City is required to report the amount of solid waste generated within the City and the disposal of that waste with the ultimate required goal of being a reduction of at least 50% in the amount of solid waste being disposed in landfills. To permit the City to comply with this State law, the contractor is required to complete the Solid Waste Report form, a copy of which is included in these special provisions. The report includes a summary of the solid waste generated by the project, a summary of solid waste disposed of at class III landfills and a summary of solid waste diverted from disposal through recycling and re-use. The contractor may use a self-generated report format that includes all of the information included on the City form.

The report shall be filed with the City after project completion and prior to final payment. If the project time span includes more than one calendar year, a separate report is required for the solid waste in each calendar year. A report for a calendar year that does not coincide with project completion shall be filed with the City on or before January 31st.

Supporting documents to be submitted with the report shall include legible copies of weigh tickets, receipts, or invoices that specifically identify the job site location that generated the waste materials. If materials are taken to a location where weigh tickets, receipts, or invoices are not available, the contractor shall provide the documentation on its own company letterhead.

The contractor is encouraged to divert solid waste from disposal at landfills through recycling and re-use when possible while maintaining compliance with all other contract specifications and special provisions.

**Contractor's Construction and Demolition
Waste Diversion Reporting Form**

Job Site Address (where waste was generated):

City Permit No.:

Material	Name of Facility/Site Where Taken	Disposal	Aggregate	Recycled or Reused				
				Alternative landfill	Compost	Engineered Fill	Mulch	Other
				Tons	Tons	Tons	Tons	Tons
ASPHALT								
CONCRETE								
DIRT								
GREEN WASTE								
METAL								
OTHER SEGREGATED MATERIALS(Describe)								
ROCKS								
WOOD								
MIXED WASTE								
OTHER CONSTRUCTION OR DEMOLITION WASTE								
TOTAL								

COMPANY NAME:

DATE OF REPORT:

EXHIBIT “C” – CONSTRUCTION NOTICE TEMPLATE

COMPANY LETTERHEAD

NOTICE OF WORK/CONSTRUCTION

Name of Project Date of Notice

Dear Residents and Businesses (if applicable):

Provide a brief description of the work that is to be performed. Four to five sentences should suffice.

Map detailing
what streets will
be closed.

What: Provide a brief description of what is happening. One sentence should suffice.

Start/Duration: When is the project expected to start and how long is it anticipated to take for it to be completed? If there are different phases, indicate the estimated time.

What to Expect: Will there be noise? Will there be flaggers directing traffic? Will residents have access, or will it be a full closure? Will parking be temporarily blocked? Include enough details.

Equipment in Use: What kind of equipment will be seen?

Working Hours: What are the working hours and days?

Contact Information

Always include contact information for residents and business owners in case they have questions or concerns.

We apologize for any inconvenience and thank you for your patience. Sincerely,

Contractor Name

EXHIBIT "D"- Haul Routes

