** Revised **

CITY OF CARSON
HOUSING AUTHORITY/
SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/
CITY COUNCIL AGENDA

TUESDAY, JUNE 17, 2025
701 East Carson Street
City Hall
5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

Cedric L. Hicks, Sr., Mayor Pro Tem District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov or on Youtube: www.youtube.com/c/CityofCarsonCaliforniaOfficialYouTubePage**
- **Cable TV: Spectrum (Channel 35) and ATT (Channel 99)**

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email: Public comments can be emailed to cityclerk@carsonca.gov. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.**
- **Written: Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.**

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, JUNE 17, 2025

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR JOHN SHOBER FROM CARSON HOPE COMMUNITY CHURCH

CLOSED SESSION (Items 2-4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 2 case(s)

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations with Service Employees International Union (SEIU 721) AME and CPSA, and American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

PRESENTATIONS (Items 6 -7)

6. PROCLAMATION RECOGNIZING JUNE 23RD AS INTERNATIONAL OLYMPIC DAY

7. CERTIFICATE OF RECOGNITION TO USA FOOTBALL SUMMER SERIES PRESENTED BY UNDER ARMOUR

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES (Item 8)

8. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 3, 2025 (REGULAR)

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

CONSENT (Items 9 - 28)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

9. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MAY 31, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE.

10. CONSIDER ADOPTING RESOLUTION NO. 25-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 AND 253 THROUGH 254 FOR GENERAL DEMAND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 AND 253 TO 254 FOR GENERAL DEMAND".

11. CONSIDER ADOPTING RESOLUTION NO. 25-07-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-07-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059".

12. CONSIDER ADOPTING RESOLUTION NO. 25-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-06-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960".

13. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

14. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF APRIL AND MAY 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the report (Exhibit No. 1 & Exhibit No. 2).

15. CONSIDER APPROVING AN INCREASE TO THE NOT-TO-EXCEED PURCHASE LIMITS AND PURCHASE TERMS FOR AMAZON BUSINESS AND STAPLES ADVANTAGE PURSUANT TO CMC SECTION 2611(G) COOPERATIVE PURCHASING (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE the City to make purchases of materials, supplies, and equipment from Amazon Business in a cumulative amount not to exceed $300,000 per fiscal year (representing a $100,000 increase from the February 2025 approval of the previous agreement), effective through May 5, 2030 and for each fiscal year contained within said effective period, pursuant to Omnia Partners Contract No. LS4679 and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

— 2. AUTHORIZE the City to make purchases of materials, supplies, equipment, and janitorial supplies from Staples Advantage in a cumulative amount not to exceed $400,000 per fiscal year, effective through February 2, 2029 and for each fiscal year contained within said effective period, pursuant to Soucrewell Contract No. 070924-SCC and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

16. CONSIDER REJECTION OF ALL BIDS RECEIVED FOR INVITATION FOR BIDS ("IFB") 25-10 PW1795 MILLS PARK BUILDING RENOVATIONS AND AUTHORIZE STAFF TO READVERTISE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. REJECT all bids received for IFB 25-10 PW1795 Mills Park Building Renovations and AUTHORIZE staff to readvertise.

17. CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER TO THE LEAGUE OF CALIFORNIA CITIES REGARDING THE RECOMMENDATION OF THE CITY MANAGER'S SALES TAX WORKING GROUP ON THE BRADLEY-BURNS SALES AND USE TAX (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of OPPOSITION and DIRECT staff to transmit a corresponding letter.

18. CONSIDER CANCELING THE AUGUST 19, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE canceling the August 19, 2025, Regular City Council Meeting by minute order.

19. CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH RETAIL STRATEGIES FOR RETAIL AND COMMERCIAL ATTRACTION FOR ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED $150,000 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Contract Services Agreement with Retail Strategies, for the development and implementation of an economic development retail and commercial attraction partnership, in an amount not to exceed $150,000.

20. CONSIDER ACCEPTING A $28,500 GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC), AND APPROVING AMENDMENT NO. 3 TO THE 2022 SUBCONTRACT WITH SBCC TO EXTEND THE PREVENTION AND AFTERCARE PROGRAM FOR FISCAL YEAR 2025-26 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ACCEPT a $28,500 grant from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program; and

— 2. APPROVE the proposed “Amendment No. 3 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services” between the City and SBCC (Exhibit No. 2; “Amendment No. 3"); and

— 3. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

21. CONSIDER APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH LIFESTATION, INC., TO EXTEND THE EMERGENCY ALERT RESPONSE SYSTEM (E.A.R.S.) PROGRAM FOR FISCAL YEAR 2025/26 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with LifeStation, Inc. (Exhibit No. 2; "Amendment No. 1"); and

— 2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

22. CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MARIBEL CERVANTES, OT/L, TO PROVIDE OCCUPATIONAL THERAPY SERVICES FOR MEMBERS OF THE JOSEPH B. JR. AND MARY ANNE O’NEAL STROKE CENTER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Contract Services Agreement with Maribel Cervantes, OT/L, to provide Occupational Therapy services for members of the Joseph B. Jr. and Mary Anne O’Neal Stroke Center (Exhibit No. 1; "Agreement") and

— 2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

23. CONSIDER APPROVING AMENDMENT NO. 1 TO THE PUBLIC WORKS AGREMENT WITH ED'S FENCING, INC., TO AUTHORIZE ADDITIONAL FENCING WORK FOR THE PICKLEBALL COURT AT DOLPHIN PARK (CITY COUNCIL).

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 1 to the Public Works Agreement with Ed’s Fencing, Inc to include additional scope of work for the installation of fencing around the new outdoor pickleball court at Dolphin Park for a total not-to-exceed cost of $11,360.00, which will increase the total not-to-exceed Contract Sum to $71,330.00. (Exhibit No. 2; "Amendment").

— 2. AUTHORIZE the Mayor and or City Manager to execute the Amendment, following approval as to form by the City Attorney.

24. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CROSSTOWN ELECTRICAL & DATA, INC. FOR AS-NEEDED UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION SERVICES. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a construction contract for As-Needed Utility Undergrounding and Excavation Services not to exceed the amount of $468,385.00, to the lowest responsive and responsible bidder, Crosstown Electrical & Data, Inc.

— 2. AUTHORIZE the Mayor to execute the contract with Crosstown Electrical & Data, Inc. after approval as to form by the City Attorney.

25. CONSIDER APPROVAL OF AMENDMENT NO.1 TO THE PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) (C22-045) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM AND MAINTENANCE SERVICE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of $175,768.13 thereby increasing the total not to exceed contract sum to $395,702.67.

— 2. AUTHORIZE the Mayor to execute the amendment, following approval as to form by the City Attorney.

26. CONSIDER APPROVAL OF A PURCHASE ORDER TO PB LOADER CORPORATION, FRESNO, CA, FOR THE PURCHASE OF TWO NEW ELECTRIC POWERED 2024 FORD F-150 LIGHTNING PICK-UP TRUCKS FOR THE PUBLIC SAFETY DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE the Purchasing Manager to issue a Purchase Order in the amount not to exceed $154,884.17 for the purchase of two new electric powered 2024 Ford F-150 Lightning Pick-Up Trucks (Exhibit 1).

27. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CS & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL LABOR COMPLIANCE SERVICES FOR VARIOUS NEEDS TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with CS & Associates, INC for on-call professional labor compliance services extending term by one (1) year and increasing the contract sum by $100,000 for a total not-to-exceed contract sum of $400,000.00.

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 with CS & Associates, INC following approval as to form by the City Attorney.

28. CONSIDER APPROVING AMENDMENT NO. 7 TO PURCHASE AGREEMENT (C-22-202) AND PURCHASE ORDER (22300822) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL OFFICE FURNITURE FOR THE CITY HALL BASEMENT AND THE PUBLIC WORKS CORPORATE YARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 7 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install office furniture for the City Hall Basement and the Public Works Corporation Yard for a cost of $144,589.30.

— 2. AUTHORIZE the Mayor to execute Amendment No. 7, following approval as to form by the City Attorney.

SPECIAL ORDERS OF THE DAY (Items 29 - 30)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

29. PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 25-076, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET IN THE GENERAL FUND (CITY COUNCIL) CONSIDER RESOLUTION NO. 25-07-CSA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON SUCCESSOR AGENCY (SUCCESSOR AGENCY) CONSIDER RESOLUTION NO. 25-08-CHA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON HOUSING AUTHORITY (HOUSING AUTHORITY) CONSIDER RESOLUTION NO. 25-077 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026 (CITY COUNCIL), AND APPROVAL OF THE 2025-2026 SPECIAL EVENTS AND 5-YEAR CIP PLAN

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, RECEIVE public testimony regarding the proposed Fiscal Year 2025–2026 budget, and CLOSE the Public Hearing.

— 2. WAIVE further reading and ADOPT Resolution No. 25-076, a resolution of the City of Carson City Council adopting the Fiscal Year 2025–2026 General Fund and Special Revenue Funds Budget (Exhibit E).

— 3. WAIVE further reading and ADOPT Resolution No. 25-07-CSA, a resolution of the Successor Agency Board adopting the FY 2025–2026 Budget (Exhibit F).

— 4. WAIVE further reading and ADOPT Resolution No. 25-08-CHA, a resolution of the Carson Housing Authority adopting the FY 2025–2026 Budget (Exhibit G).

— 5. WAIVE further reading and ADOPT Resolution No. 25-077, a resolution of the City Council approving the FY 2025–2026 Appropriations Limit (Exhibit H).

— 6. APPROVE the FY 2025–2026 Special Events Budget (Exhibit I).

— 7. APPROVE the FY 2025–2026 Five-Year Capital Improvement Program (CIP) Plan (Exhibit J).

30. REQUEST TO CONTINUE THE PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION RATIFYING AN AMENDMENT TO THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S LOCAL HAZARD MITIGATION PLAN 2024 IN ACCORDANCE WITH ASSEMBLY BILL 2140 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, TAKE Public Comment, and Continue the Public Hearing to September 2, 2025, at the City Council's regular meeting time and place.

DISCUSSION (Item 31 - 32)

31. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

32. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING (Items 33 - 34)

33. CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2513: AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2513, entitled "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS"

34. SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2510: AN ORDINANCE AMENDING THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE, AS ENACTED BY ORDINANCE NO. 24-2405), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(C)(1) AND 65583.2(H)-(I), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2510: entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9211.3 (DEVELOPMENT REGULATIONS) AND 9211.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 1 (RESIDENTIAL DISTRICTS) AND SECTIONS 9212.3 (DEVELOPMENT REGULATIONS) AND 9212.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 2 (MIXED-USE DISTRICTS) OF PART 2 (BASE, OVERLAY AND SPECIAL DISTRICTS) OF THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT"

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: June 12, 2025

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, June 17, 2025, 5:00 PM

APPROVAL OF MINUTES 8.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JUNE 3, 2025 (REGULAR)

I. SUMMARY

The City Clerk's Office is seeking approval of the following minutes:

- Tuesday, June 3, 2025 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, June 3, 2025 (Regular)

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Joy Simarago, Deputy City Clerk

Attachments

Minutes - CC Reg Mtg 06-03-25.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
JUNE 3, 2025
5:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, JUNE 3, 2025

The meeting was called to order at 5:00 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kourtney Cullors noted the roll:

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Cedric Hicks, Sr.

Council Member/Agency Member/Authority Board Member Jim Dear

Council Member/Agency Member/Authority Board Member Arleen Rojas

Council Members/Agency Members/Authority Board Members Absent:

Council Member/Agency Member/Authority Board Member, Dr. Jawane Hilton (Entered at 5:03 P.M.)

Also Present:

Dr. Khaleah K. Bradshaw, City Clerk/Agency Secretary/Authority Secretary; Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts,

Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Assistant City Manager; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; and Josh Boudreaux, Director of Human Resources

FLAG SALUTE

Council Member/Agency Member/Authority Board Member Dear led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR MILDRED BOYD FROM CHRIST CHRISTIAN CENTER -

Pastor Mildred Boyd gave the invocation.

CLOSED SESSION (Items 2-5)

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigations are as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461; Keith Bennett v. City of Carson (WCAB No. ADJ19627383); and Solomon Solomona Sr. (Deceased) v. City of Carson (WCAB No. ADJ20408143).

ACTION: No reportable action was taken.

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code § 54956.9(a), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Tesoro Refining & Marketing Company, LLC; Tesoro Logistics Operations LLC v. City of Carson, Second Appellate District Case No. B335686.

ACTION: No reportable action was taken.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators, regarding labor negotiations with Service Employees International Union (SEIU 721) CPSA, and American Federation of State, County and Municipal Employees (AFSCME Local 809) Part-time.

ACTION: No reportable action was taken.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and give direction to its negotiator, David C. Roberts, Jr., City Manager regarding that certain real property known as 20700 South Avalon Blvd., Carson, CA 90746. The City's real property negotiator will seek direction from the City Council regarding the price and terms of payment for the property.

ACTION: No reportable action was taken.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was recessed at 5:08 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (CITY COUNCIL)-

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (CITY COUNCIL)-

RULES OF DECORUM:

The Rules of Decorum recording was presented at the beginning of the meeting.

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

The meeting was reconvened at 6:48 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City/Agency/Authority Attorney Soltani gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Items 6-7)

6. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:50 PM

Captain Norman introduced the County funded Summer Enforcement Team which started May 11, 2025 and ends September 2025. She introduced Sargeant Scott Smith who spoke about the increased presence during summertime crime. Captain Norman introduced Deputies Ernesto Damian, June Lee D., Randy Ortiz, and Julius Sweeney II who each offered comments.

She summarized the recent law enforcement activities and reported on the fire exposition which included a street race activity at the northeast side of Avalon Boulevard and Sepulveda Boulevard behind Scottsdale Estates (fireworks related). She also gave a Criminal Statistics Report.

7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:59 PM

Assistant Chief Brian Kane gave a public safety report for the month of May.

PRESENTATIONS (Items 8-15)

8. INTRODUCTION AND UPDATE FROM AT&T INC. - 7:50 PM

Item No. 8 was heard after Item No. 13.

Makenzie Neely-Wright gave a PowerPoint presentation on AT&T update.

Questions were asked and answered.

At the end of all of the presentations, Director Carter presented a video of Information Technology and Security Department's accomplishments and gave an update on the City's Fiber Broadband Project. He stated the Fiber Broadband Project Phase 1 kickoff is coming soon.

9. PROCLAMATION RECOGNIZING JUNETEENTH - 7:09 PM

Item No. 9 was heard after Item No. 10.

Council Member/Agency Member/Authority Board Member, Dr. Hilton read the proclamation and presented to members of the Carson Citizens Cultural Arts Foundation. Mayor/Agency Chairman/Authority Chairman Davis-Holmes offered comments and recognized Chairperson Dianne Thomas. Chairperson Dianne Thomas spoke about the organization, the importance of celebrating Juneteenth, and the upcoming free Juneteenth event on June 14, 2025.

10. PROCLAMATION RECOGNIZING JUNE AS MEN'S HEALTH MONTH - 7:02 PM

Item No. 10 was heard after Item No. 7.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. read the proclamation and presented to Dr. Homie David Lyons who accepted with words of gratitude. Dr. Homie introduced Gabby Flores, Director of Behaviorial Health at the Universal Community Health Center.

11. PROCLAMATION RECOGNIZING PHILIPPINE INDEPENDENCE DAY ANNIVERSARY - 7:45 PM

Item No. 11 was heard after Item No. 15.

Council Member/Agency Member/Authority Board Member Rojas announced the 127th anniversary of the Philippine Independence Day Celebration which will be held on Saturday, June 7, 2025, at 8:00 A.M. at Veterans Park. She introduced recipients RJ Jimenez, Mike Moreno, and Nomer Garcia, sound and audiovisual technicians for the Philippine Independence Day Celebration. She read and presented a proclamation to each recipient and thanked them for their contribution to the event's success.

12. PROCLAMATION RECOGNIZING JUNE AS FIRE PREVENTION MONTH - 7:36 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced recipients Assistant Chief Brian Kane and Public Safety Commissioner and retired Captain Michael K. Wilson. She read and presented the proclamation to the recipients. Commissioner Wilson spoke about the importance of smoke detectors and changing the batteries. Assistant Chief Kane offered words of gratitude and thanked retired Captain Wilson for his work.

13. PROCLAMATION RECOGNIZING CARSON'S CONNECTED COMMUNITY AWARD - 8:20 PM

Karen Grosset with Tyler Technologies presented an award to the Information Technology and Security (ITS) Department. Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. read and presented the proclamation to Director of Information Technology and Security Gary Carter. Director Carter offered comments and recognized his team who were present at the meeting.

14. CERTIFICATE OF RECOGNITION TO PRINCIPAL HUDLEY - 7:19 PM

Item No. 14 was heard after Item No. 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented a Certificate of Recognition to Principal Camellia Diggs Hudley for her retirement who offered words of gratitude.

15. CERTIFICATE OF RECOGNITION TO RUDY MENDOZA- 7:27 PM

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented a Certificate of Recognition to Principal Rudy Mendoza who accepted with words of gratitude.

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

This item was heard after Item No. 34.

Dianne Thomas

Thanked Mayor and City Council for the fireworks ban ordinance passing

APPROVAL OF MINUTES (Item 16)

16. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 21, 2025 (REGULAR)- 7:58 PM

RECOMMENDED ACTION

— APPROVE the minutes as listed.

Motion to Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

CONSENT (Items 17-29)

City Manager Roberts, Jr. requested to continue Item No. 23 with no objection heard.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

17. CONSIDER ADOPTING RESOLUTION NO. 25-072, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,929,621.77, DEMAND CHECK NUMBERS 179136 THROUGH 179510 (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-072, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,929,621.77, DEMAND CHECK NUMBERS 179136 THROUGH 179510."

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER RENEWAL OF EXCESS LIABILITY, EXCESS WORKERS COMPENSATION, CYBER LIABILITY, ALL-RISK PROPERTY, AUTO PHYSICAL DAMAGE, INLAND MARINE (CONTRACTOR EQUIPMENT), EARTHQUAKE, VOLUNTEER ACCIDENT, AIRCRAFT (DRONE), CRIME, STORAGE TANK LIABILITY, FIDUCIARY LIABILITY, SPECIAL EVENT LIABILITY, AND TRANSIT LIABILITY INSURANCE POLICIES FOR FY 2025/26 (CITY COUNCIL).- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE Public Risk Innovation, Solutions, and Management (PRISM) to renew the City's Cyber Liability, Excess Liability, and Excess Worker’s Compensation insurance policies for FY 2025/26, and to pay the FY 2024/25 workers compensation audit premium at an overall cost of not-to-exceed $2,281,905.

— 2. APPROVE the City's insurance broker, Alliant Insurance Services, to renew All Risk Property, Auto Physical Damage, Inland Marine (Contractor Equipment), Parametric Earthquake, Crime, Fiduciary Liability, Aircraft (Drone) Liability, Storage Tank Liability, Special Event Liability and Volunteer Accident insurance policies for FY 2025/26 with incumbent carriers or other insurance companies that provide the best terms and pricing, at an overall cost of not-to-exceed $486,656.

— 3. APPROVE California Transit Indemnity Pool (CalTIP) to renew the City’s Transit Liability Insurance for the FY 2025/26 term at a premium of not-to-exceed $110,000.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER AN UPDATE ON ALLOCATION OF FUNDS FOR THE 2025-2029 HOUSING AND URBAN DEVELOPMENT (HUD) FIVE-YEAR CONSOLIDATED PLAN, 2025-2029 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)- 8:40 PM

RECOMMENDED ACTION

— 1. ALLOCATE CDBG funding for FY 2025/26 (Planning Year 2025).

— 2. AUTHORIZE the Mayor to execute agreements with the public service providers as designated by City Council following negotiation and approval as to form by the City Attorney.

— 3. APPROVE the proposed FY 2025/26 (PY2025) CDBG budget.dd Info

— 4. APPROVE the submission of the City's 2025-2029 Five-Year Consolidated Plan, 2025-2026 Annual Action Plan, and Citizen Participation Plan to the U. S. Department of Housing and Urban Development.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER THE ANNUAL STATEMENT OF INVESTMENT POLICY- CITY OF CARSON, CARSON SUCCESSOR AGENCY AND CARSON HOUSING AUTHORITY- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE Statement of Investment Policy

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH JPW COMMUNICATIONS, INC. OF CARLSBAD, CALIFORNIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ECONOMIC DEVELOPMENT MARKETING PLAN, IN AN AMOUNT NOT TO EXCEED $155,000- 8:40 PM

RECOMMENDED ACTION

— APPROVE A CONTRACTUAL SERVICES AGREEMENT WITH JPW COMMUNICATIONS, INC. OF CARLSBAD, CALIFORNIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN ECONOMIC DEVELOPMENT MARKETING PLAN, IN AN AMOUNT NOT TO EXCEED $155,000, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 23 to a future date with no objection heard.

24. CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. OF SAN JUAN CAPISTRANO, CALIFORNIA FOR THE ENGINEERING, CONCEPTUAL DESIGN, AND COMMUNITY ENGAGEMENT FOR CERTAIN PUBLIC-FACING RESIDENTIAL PERIMETER WALLS ON AVALON BOULEVARD AND CENTRAL AVENUE, IN A CONTRACT AMOUNT NOT TO EXCEED $292,856, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY - 8:40 PM

RECOMMENDED ACTION

— APPROVE A CONTRACTUAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. OF SAN JUAN CAPISTRANO, CALIFORNIA FOR THE ENGINEERING, CONCEPTUAL DESIGN, AND COMMUNITY ENGAGEMENT FOR CERTAIN PUBLIC-FACING RESIDENTIAL PERIMETER WALLS ON AVALON BOULEVARD AND CENTRAL AVENUE, IN A CONTRACT AMOUNT NOT TO EXCEED $292,856, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

ACTION: Item No. 24 was approved on Consent.

25. CONSIDERATION OF APPROVAL OF AMENDMENT NO. 1 FOR IT EQUIPMENT WITH VARDATA, INC. (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE Amendment No.1 to Agreement with Vardata, Inc. for hardware, software, maintenance and support for an amount not to exceed $628,395.00 for a total term of 5 years; and

— 2. AUTHORIZE the Mayor to execute the amendment after approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH REAL RUN ENTERPRISE INCORPORATED, AND AUTHORIZING A CO-SPONSORSHIP REQUEST FOR THE ADULT REAL RUN BASKETBALL LEAGUE (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE the proposed Memorandum of Understanding between the City and Real Run (Exhibit No. 3; "MOU"); and

— 2. AUTHORIZE the Mayor to execute the MOU following approval as to form by the City Attorney.

ACTION: Item No. 26 was approved on Consent.

27. CONSIDERATION TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO.1718: JAMES ANDERSON PARK, ACCESSIBILITY UPGRADES PROJECT (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— 1. ACCEPT as complete, Project No.1718, James Anderson Park, Accessibility Upgrades Project.

— 2. AUTHORIZE Staff to file a Notice of Completion with the Los Angeles County Recorder's Office.

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER A SHARED COST AGREEMENT BETWEEN THE CITY OF COMPTON AND THE CITY OF CARSON FOR IMPROVEMENT OF CENTRAL AVENUE BETWEEN WEST CALDWELL STREET AND KONA DRIVE (CITY COUNCIL).- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE the Shared Cost Agreement between the City of Carson and the City of Compton for the rehabilitation of Central Avenue along the jurisdiction boundaries.

— 2. AUTHORIZE the Mayor to execute the Shared Cost Agreement, following approval as to form by the City Attorney.

— 3. APPROVE incorporation of PW1827 - Central Avenue Shared Compton Project into the FY 2025-26 CIP plan.

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER APPROVAL OF AMENDMENTS TO CONTRACT AGREEMENTS BETWEEN ENTERPRISE FLEET MANAGEMENT, INC. AND THE CITY OF CARSON FOR EQUITY LEASING AND MAINTENANCE OF LIGHT DUTY VEHICLES TO SUPPORT SUSTAINABILITY GOALS AND VEHICLE AVAILABILITY (CITY COUNCIL)- 8:40 PM

RECOMMENDED ACTION

— 1. APPROVE the amendment to the Enterprise Fleet Management agreement to purchase four (4) 2025 Chevy Blazer EVs and two (2) 2025 Chevy Colorados.

— 2. AUTHORIZE the City Manager to execute the 6 Schedule Agreements.

ACTION: Item No. 29 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Items 30-31)

30. INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE, AS ENACTED BY ORDINANCE NO. 24-2405), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT (CITY COUNCIL)- 8:41 PM

RECOMMENDED ACTION

— 1. OPEN the Public Hearing, TAKE Public Comment, and Close the Public Hearing; and

— 2. INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2510, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9211.3 (DEVELOPMENT REGULATIONS) AND 9211.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 1 (RESIDENTIAL DISTRICTS) AND SECTIONS 9212.3 (DEVELOPMENT REGULATIONS) AND 9212.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 2 (MIXED-USE DISTRICTS) OF PART 2 (BASE, OVERLAY AND SPECIAL DISTRICTS) OF THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT."

Item No. 30 was heard after approval of the Consent items.

City Manager Roberts, Jr. presented the item.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kourtney Cullors gave the Public Hearing Report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

There being no persons wishing to speak, Mayor/Agency Chairman/Authority Chairman Davis-Holmes closed the Public Hearing.

Motion To Approve submitted by Jim Dear seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

31. INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS (CITY COUNCIL)- 8:46 PM

RECOMMENDED ACTION

— INTRODUCE for first reading, by title only and with full reading waived, Ordinance No. 25-2513, entitled "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE

CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS."

City Manager Roberts, Jr. gave a report.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open.

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kourtney Cullors reported the notification process for the public hearing was not applicable because it is a Subdivision Act per Assistant City Attorney Ben Jones.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Dr. Jawane Hilton resulting in 5-0-0-0-0

DISCUSSION (Items 32-34)

32. CONSIDER ADOPTING RESOLUTION NO. 25-069, CLARIFYING AND RESTATING THE ADMINISTRATIVE CITATION FINES APPLICABLE TO VIOLATIONS OF THE CITY'S FIREWORKS ORDINANCE IN LIGHT OF ADOPTION OF CITY ORDINANCE NO. 25-2507, AND REPLACING RESOLUTION NO. 24-050 (CITY COUNCIL)- 8:50 PM

RECOMMENDED ACTION

— ADOPT Resolution No. 25-069, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CLARIFYING AND RESTATING THE ADMINISTRATIVE CITATION FINES APPLICABLE TO VIOLATIONS OF THE CITY'S FIREWORKS ORDINANCE IN LIGHT OF ADOPTION OF CITY ORDINANCE NO. 25-2507 AND REPLACING RESOLUTION NO. 24-050."

Motion To Approve submitted by Dr. Jawane Hilton seconded by Jim Dear resulting in 5-0-0-0-0

33. CONSIDER INTRODUCTION AND FIRST READING, BY TITLE ONLY OF ORDINANCE NO. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW" (CITY COUNCIL)- 8:51 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and introduce for first reading Ordinance No. 25-2509, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 6383 (REVOCATION – SUSPENSION - GROUNDS) OF PART 4 (PERMIT PROCEDURE), AND SECTION 63134.1 (SAME - ELIGIBILITY) AND SECTION 63134.3 (SAME – PERFORMANCE STANDARDS) OF PART 5 (BUSINESSES, PROFESSIONS, TRADES AND OCCUPATIONS REQUIRING A PERMIT) OF CHAPTER 3 (BUSINESS, PROFESSIONS AND TRADES) OF THE CARSON MUNICIPAL CODE TO EXPRESSLY INCLUDE THE CITY'S RIGHT TO REVOKE OR SUSPEND BUSINESS LICENSES WHERE CRIMINAL INVESTIGATIONS YIELD EVIDENCE OF VIOLATIONS OF LAW"

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to present the changes that were previously addressed.

Director Jefferson presented the changes and gave a report.

Council Member/Agency Member/Authority Board Member Dear inquired if staff has the authority to revoke a business license. Director Jefferson responded to his inquiry.

Council Member/Agency Member/Authority Board Member Dear inquired how to handle immoral behavior.

City/Agency/Authority Attorney Soltani responded to his inquiry and that she would discuss further with Assistant City Attorney Robert Lee regarding immoral behavior.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 33 until the next City Council meeting with no objection heard.

34. CONSIDER CREATION OF PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REGULATING PARKING WITHIN THE ZONE (CITY COUNCIL)- 8:24 PM

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 25-062, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REGULATING PARKING WITHIN THE ZONE"; or

— 2. WAIVE further reading and ADOPT Resolution 25-073, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DENYING ESTABLISHMENT OF PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REGULATING PARKING WITHIN THE ZONE"

Item No. 34 was heard after Director Carter's update on the City's Fiber Broadband Project.

City Engineer Gilbert Marquez gave a report.

Council Member/Agency Member/Authority Board Member Dear requested parking guidelines and staff responded in the affirmative.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested staff to come back with a report of the parking guidelines and staff responded in the affirmative.

Motion To Approve submitted by Cedric L. Hicks Sr. seconded by Jim Dear resulting in 5-0-0-0-0

ORDINANCE SECOND READING

None.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

Brandi Lewin

Gave an update on current activities

The following individuals offered comments in support of benefits for part-time employees:

Nancy Rusas, on behalf of American Federation of State, County and Municipal Employees (AFSCME) Local 809 representing part-time members

Hunter Noa, part-time employee

Ashley Avilla, part-time employee

Susana Carrasco, part-time employee

Christine Fuller, part-time employee

Salomon Lopez and Michele Ledesma, part-time employees

Bob Adams, representing AFSCME Local 809

Robert Lesley

Offered comments regarding impact from policies and meetings

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Council Member/Agency Member/Authority Board Member Dear requested the following items to add to a future agenda:

- Contract with AFSCME Local 809 part-time employees
- Status of a previous request for a public reward for arresting conviction of a cold case thirty years ago that is being reopened

City Manager Roberts, Jr. stated he would contact Captain Norman and provide an update.

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested the following items to add to a future agenda:

- Agreed with Council Member Dear's request for a contract with AFSCME Local 809 part-time employees
- Public Works to look into placing sidewalks near walkway towards University Heights - start of Velodrome area at California State University Dominguez Hills (CSUDH)

Director Rodgers, Jr. stated he would check area if a CSUDH property and if not, can place in a future Capital Improvement Project (CIP) program. Council Member, Dr. Hilton stated if property of CSUDH, for City Council to send a letter to request improvement in the area.

- Engineering staff to look into installation of a traffic light exiting the University Heights neighborhood (University Drive and Howard Avenue or Pepperdine Drive)
- Installation of a gate into the University Heights neighborhood in light of the upcoming Olympics in 2028
- Speed bump on Pepperdine Drive

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced the following:

- Sprouts Press Conference, Thursday, June 5, 2025, at 10:00 A.M., 619 University Drive, Carson
- Wished a Happy Father's Day to all the fathers

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 9:34 P.M. and reentered the meeting at 9:35 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced/reported

the following:

- Wished a Happy Father's Day to all the fathers
- 5th Annual Father's Day Ice Cream Giveaway, June 15, 2025, at Ken's Ice Cream, from 12:00 P.M. to 5:00 P.M.
- Traffic signal issue at the corner of Del Amo Boulevard and Tajauta Avenue and at Helmick Street and Central Avenue
- Congratulated all the graduates

Council Member/Agency Member/Authority Board Member Rojas announced/reported the following:

- Philippine Independence Day Celebration on Saturday, June 7, 2025, Veterans Park at 8:00 A.M.
- Wished Happy Father's Day to her Dad in heaven and all the fathers
- Madame Mayor was honored for the first time by the Los Angeles Business Journal

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced/reported the following:

- Honored and recognized by the Los Angeles Business Journal as one of the top 500 leaders in Los Angeles which meant a lot to her
- Asked staff to follow up with In-N-Out Burger Restaurant on their promise to install a signal

City Manager Roberts, Jr. gave an update.

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced/reported the following:

- A resident shared with him that the packaged frozen food being given to the seniors at the Carson Community Center is toxic and rotten.

Director Whittiker, Jr. stated that it would be helpful if he knew which program the food was coming from. Council Member, Dr. Hilton shared he believes it is from the Meals on Wheels program. Director Whittiker, Jr. stated he would look into the matter. Council Member, Dr. Hilton also reported the resident reached out to the Congresswoman's Office.

- Wished a congratulations to all three of his daughters who are graduating

Council Member/Agency Member/Authority Board Member Dear announced the following:

- Wished a Happy Father's Day to everyone
- Looking forward to upcoming city events and encouraged everyone to attend

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw presented the following Memorial Adjournment Requests:

Former Congressman Charles Rangel from Harlem, New York

Renato Bautista Santos

Betsy Ali'ifua

Edward Lee Brandon

Jessie Mack

Christian Payton

Council Member/Agency Member/Authority Board Member, Dr. Hilton gave a prayer.

City Manager Roberts, Jr. thanked staff for their great presentations this evening. He apologized for being distracted earlier in the meeting while his daughter was dancing with her Kid Clippers Dance Team and happy to report that they received four yeses, a standing ovation, and moving forward.

ADJOURNMENT

The meeting was adjourned at 9:47 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

_____

Signature

Report to City Council, Successor Agency, and Housing Authority

Tuesday, June 17, 2025, 5:00 PM

CONSENT 9.

To: City Council, Successor Agency, and Housing Authority

From: Monica Cooper, City Treasurer

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MAY 31, 2025 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending May 31, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $243,507,336.50

City of Carson available cash: $81,219,735.41

Restricted funds for the city of Carson include cash on hand and reserves for the Successor Agency, Housing Authority and Co-Op Agreement:

Total City of Carson restricted funds: $23,409,924

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

The Investment and Cash Report is submitted monthly to the Mayor and City Council to provide updates on reserve balances and available cash across Carson's entities. This report includes financial data for the City of Carson, Successor Agency, and the Housing Authority. The report outlines an investment strategy designed to ensure six months of operating liquidity. All investments strictly follow California State Code §53600, the City's Investment Policy, and relevant bond covenants.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs. 4-6)
3. City of Carson Successor Agency Investments (Pg. 7)

Attachments

Cash rpt May 2025.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY MAY 2025.pdf
CITY OF CARSON PORTFOLIO SUCCESOR RESERVES SUMMARY MAY 2025.pdf
CITY OF CARSON PORTFOLIO HOUSING RESERVES SUMMARY MAY 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
May 31, 2025

	Available Cash	Invested Funds
General Fund	$81,219,735.41	$243,507,336.50
Successor Agency (restricted revenue)	$6,177,311.66	$7,696,133.72
Housing Authority (restricted revenue)	$4,660,633.98	$3,000,000.00
Co-Op Agreement (restricted revenue)	$1,875,844.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MAY 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.130	5,852,775.84	5,852,775.84	5,852,775.84	2.40
Preferred Premier Cash	MM942	3.500	42,880,773.65	42,880,773.65	42,880,773.65	17.61
Sub Total / Average Cash		3.095	48,733,549.49	48,733,549.49	48,733,549.49	20.01
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	236,360.76	0.10
East/West Bank 3.55 7/23/2025	178064422B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178944242B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178622841A	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	1785024444B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/23/2025	178417994B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.89
East/West Bank 3.55 7/31/2025	178011696	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	0178225460-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	0178585526-L	3.550	1,088,513.59	1,088,513.59	1,088,513.59	0.45
East/West Bank 3.55 7/31/2025	0178800198-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 3.55 7/31/2025	178002788	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.45
East/West Bank 4.11 11/26/2025	30069-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
East/West Bank 4.15 8/8/2025	178659182L	4.150	1,086,498.51	1,086,498.51	1,086,498.51	0.45
East/West Bank 4.15 8/8/2025	178740303L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178254698L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178208467L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
East/West Bank 4.15 8/8/2025	178712582L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.45
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.09
Preferred Bank 4.03 11/26/2025	300691--M	4.030	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	3000006915-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300683-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	306119-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.11 11/26/2025	300003703-I	4.110	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.2 1/19/2026	3000023062	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000023097	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000023070	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 4.2 1/19/2026	3000023100	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.2 1/19/2026	3000002389	4.200	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.25 1/21/2026	3000023194	4.250	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.25 1/21/2026	3000023208	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.25 1/21/2026	3000023186	4.250	2,000,000.00	2,000,000.00	2,000,000.00	0.82
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6893B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Preferred Bank 5.14 8/1/2025	6907B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.41
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	241,159.30	0.10
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	234,660.58	0.10
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	234,550.02	0.10
Sub Total / Average Certificate Of Deposit		3.947	47,910,794.10	47,910,794.10	47,872,524.76	19.68
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	291,627.00	0.12
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	291,378.00	0.12
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	292,428.00	0.12
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	290,016.00	0.12
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	291,093.00	0.12
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	482,970.00	0.21
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,939,512.00	0.82
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.281	26,194,556.70	26,194,556.70	26,194,556.70	10.76
Sub Total / Average Local Government Investment Pool		4.281	26,194,556.70	26,194,556.70	26,194,556.70	10.76
Money Market						
East/West Bank MM	22305	3.300	85,194,366.35	85,194,366.35	85,194,366.35	34.99
Sub Total / Average Money Market		3.300	85,194,366.35	85,194,366.35	85,194,366.35	34.99
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	970,150.00	0.41
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	997,130.00	0.41
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	974,730.00	0.41
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	962,000.00	0.41
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	962,750.00	0.41
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,965,120.00	0.82
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	474,363.78	0.19
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	996,570.00	0.41
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	998,280.00	0.41

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	973,240.00	0.41
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	959,530.00	0.41
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	959,730.00	0.41
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	965,770.00	0.41
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	959,460.00	0.41
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	961,560.00	0.41
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	961,880.00	0.41
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	958,540.00	0.41
FHLB 4.25 4/25/2030	3130B65N2	4.250	1,000,000.00	1,000,000.00	996,570.00	0.41
FHLB 4.5 5/30/2030-26	3130B6JC1	4.500	2,000,000.00	2,000,000.00	1,998,260.00	0.82
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,240.00	0.41
FHLMC 4.6 3/6/2030	3134HBBT7	4.600	1,000,000.00	1,000,000.00	995,890.00	0.41
Sub Total / Average US Agency		2.425	22,474,069.86	22,455,569.46	21,989,763.78	9.23
US Treasury						
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	997,420.00	0.41
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,002,150.00	0.41
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,996,520.00	0.82
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	988,590.00	0.41
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	992,730.00	0.41
T-Note 3.875 10/31/2029	91282CFL0	4.070	1,000,000.00	991,456.88	996,480.00	0.41
T-Note 3.875 11/30/2029	91282CFY2	4.056	1,000,000.00	991,936.23	995,980.00	0.41
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,002,380.00	0.41
T-Note 4 10/31/2029	91282CFT3	4.073	1,000,000.00	996,837.50	1,001,370.00	0.41
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	998,160.00	0.41
Sub Total / Average US Treasury		4.106	11,000,000.00	10,907,422.54	10,971,780.00	4.52
Total / Average		3.434	243,507,336.50	243,391,382.16	242,896,053.08	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MAY 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.500	6,216,053.17	6,216,053.17	6,216,053.17	80.77
Sub Total / Average Cash		3.500	6,216,053.17	6,216,053.17	6,216,053.17	80.77
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.000	1,480,080.55	1,480,080.55	1,480,080.55	19.23
Sub Total / Average Local Government Investment Pool		4.000	1,480,080.55	1,480,080.55	1,480,080.55	19.23
Total / Average		3.596	7,696,133.72	7,696,133.72	7,696,133.72	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MAY 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.42 9/27/2025	3000022368	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022333	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022341	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Sub Total / Average Certificate Of Deposit		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100.00
Total / Average		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 AND 253 THROUGH 254 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-074, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF $4,253,335.67 FOR GENERAL DEMANDS CHECK NUMBERS 179511 THROUGH 179585 AND 253 THROUGH 254.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,253,335.67, DEMAND CHECK NUMBERS 179511 THROUGH 179585 FOR GENERAL DEMAND AND 253 THROUGH 254".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On June 17, 2025, the City Council ratified the above demand numbers 179511 through 179585 and 253 through 254 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $4,253,335.67.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 17TH DAY OF JUNE, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-074, adopted by the City of Carson City Council at its meeting held on June 17, 2025 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-074

Attachments

Exhibit 1 Demand Register Reso# 25-074.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253	05/28/2025	WIRE	008626	WATSON LAND COMPANY	438,154.57			
254	05/29/2025	WIRE	004084	RE SOLUTIONS	706,240.47			
179511	05/29/2025	PRINTED	000137	ADMINISTRATIVE SERVICES C	27,740.95			
179512	05/29/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	16,418.00			
179513	05/29/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	768.50			
179514	05/29/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	956.95			
179515	05/29/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	1,149.39			
179516	05/29/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	1,591.12			
179517	05/29/2025	PRINTED	006273	BOA ARCHITECTURE	199,819.00			
179518	05/29/2025	PRINTED	001627	BSN SPORTS LLC	414.14			
179519	05/29/2025	PRINTED	008549	BUCKLEY BUILDING INC.	2,970.00			
179520	05/29/2025	PRINTED	000665	CALIFORNIA ASSN OF CODE E	600.00			
179521	05/29/2025	PRINTED	008411	CALTEC CORP	204,526.03			
179522	05/29/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	3,192.06			
179523	05/29/2025	PRINTED	001416	CITIZENS BUSINESS BANK	41,931.18			
179524	05/29/2025	PRINTED	000062	CITY OF LOS ANGELES	717.03			
179525	05/29/2025	PRINTED	001180	COUNTY OF LOS ANGELES	2,489.93			
179526	05/29/2025	PRINTED	007380	CYNTHIA G HUNTER	50.00			
179527	05/29/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	693.94			
179528	05/29/2025	PRINTED	000268	DAILY JOURNAL CORP	649.40			
179529	05/29/2025	PRINTED	006876	DONALD A. SPRAGUE	1,566.00			
179530	05/29/2025	PRINTED	003092	VERA DORSEY-REEVES	50.00			
179531	05/29/2025	PRINTED	008542	ERNESTO T GRITZEWSKY	2,500.00			
179532	05/29/2025	PRINTED	000485	ULI FE'ESAGO JR	200.00			
179533	05/29/2025	PRINTED	000221	FLEET PRIDE	640.87			
179534	05/29/2025	PRINTED	007482	GOFORTH & MARTI	29,742.33			
179535	05/29/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,182.93			
179536	05/29/2025	PRINTED	000793	GRAINGER	3,320.58			
179537	05/29/2025	PRINTED	000532	HDL COREN AND CONE	4,460.00			
179538	05/29/2025	PRINTED	000234	THE HOME DEPOT INC	751.77			
179539	05/29/2025	PRINTED	008529	JAPANESE AUTO CENTER INC.	486.45			
179540	05/29/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
179541	05/29/2025	PRINTED	007499	JOHN D LOYOLA	200.00			
179542	05/29/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	1,203.47			
179543	05/29/2025	PRINTED	007672	KELLY PAPER COMPANY	448.38			
179544	05/29/2025	PRINTED	000094	LAKESHORE LEARNING MATERI	13.40			
179545	05/29/2025	PRINTED	008534	LISA F. COTTRELL	50.00			
179546	05/29/2025	PRINTED	000067	LOS ANGELES COUNTY DEPT O	115,192.54			
179547	05/29/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	127,560.76			
179548	05/29/2025	PRINTED	008035	MARION MARTIN JR	200.00			
179549	05/29/2025	PRINTED	002208	MB HERZOG ELECTRIC INC	10,148.22			
179550	05/29/2025	PRINTED	006946	NEXTECH SYSTEMS INC	8,108.81			
179551	05/29/2025	PRINTED	001020	PITNEY BOWES	385.18			
179552	05/29/2025	PRINTED	000746	PITNEY BOWES RESERVE ACCO	788.73			
179553	05/29/2025	PRINTED	000973	POLY CORR INDUSTRIES	9,962.13			
179554	05/29/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	709.56			
179555	05/29/2025	PRINTED	008459	PUB CONSTRUCTION INC	2,081,421.74			
179556	05/29/2025	PRINTED	008230	RAJO, A CALIF. CORP	160.00			
179557	05/29/2025	PRINTED	003304	REQUEST LINE MUSIC	500.00			
179558	05/29/2025	PRINTED	010000	ATLAS ROOFING	183.59			
179559	05/29/2025	PRINTED	010000	MARTHA MURATALLA	500.00			
179560	05/29/2025	PRINTED	010000	RAQUEL LIRA	500.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
179561	05/29/2025	PRINTED	010000	SOUTH BAY CHEER 360 LLC	500.00			
179562	05/29/2025	PRINTED	010000	WARRIORS IN PINK BREAST C	250.00			
179563	05/29/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	19,531.10			
179564	05/29/2025	PRINTED	000057	ROBERT MCELROY LLC	467.82			
179565	05/29/2025	PRINTED	001230	ROBERTSONS READY MIX CONC	1,143.76			
179566	05/29/2025	PRINTED	008578	ROTH STAFFING COMPANIES,	8,121.42			
179567	05/29/2025	PRINTED	000427	SAM'S CLUB DIRECT	459.86			
179568	05/29/2025	PRINTED	001803	VERGIE SEYMORE	50.00			
179569	05/29/2025	PRINTED	007461	SHUNDALE HUDSON	800.00			
179570	05/29/2025	PRINTED	000211	SMART AND FINAL IRIS	194.79			
179571	05/29/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	23,367.96			
179572	05/29/2025	PRINTED	007784	SOUTHERN TIRE MART, LLC	794.81			
179573	05/29/2025	PRINTED	008571	SUNSET STUDIOS MEDIA SOLU	28,789.82			
179574	05/29/2025	PRINTED	006654	SWANK MOTION PICTURES INC	540.00			
179575	05/29/2025	PRINTED	007090	T-MOBILE USA INC.	3,996.63			
179576	05/29/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	705.00			
179577	05/29/2025	PRINTED	008368	THE TRADES GROUP	450.00			
179578	05/29/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	23,015.50			
179579	05/29/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,256.72			
179580	05/29/2025	PRINTED	000530	ULINE SHIPPING SUPPLY SPE	4,780.36			
179581	05/29/2025	PRINTED	008552	VALLEY ATHLETIC FIELD SOL	2,212.68			
179582	05/29/2025	PRINTED	000302	WAXIE SANITARY SUPPLY	94.94			
179583	05/29/2025	PRINTED	000212	WEST COAST ARBORISTS	68,024.00			
179584	05/29/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	336.72			
179585	05/29/2025	PRINTED	000144	YAMADA CO INC	241.68			
		77 CHECKS		CASH ACCOUNT TOTAL	4,253,335.67	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
77 CHECKS	FINAL TOTAL	4,253,335.67	.00

** END OF REPORT - Generated by Jane Manalo **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-07-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-07-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-07-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $24,937.33, DEMAND CHECK NUMBERS HA-002055 THROUGH HA-002059".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On June 17, 2025, the Carson Housing Authority ratified the above demand numbers HA-002055 through HA-002059. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $24,937.33.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 17TH DAY OF JUNE, 2025.

CARSON HOUSING AUTHORITY, acting as the successor housing agency of the CARSON REDEVELOPMENT AGENCY, a public body by:

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-07-CHA, adopted by the City of Carson City Council at its meeting held on June 17, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:
NOES: AUTHORITY BOARD MEMBERS:
ABSTAIN: AUTHORITY BOARD MEMBERS:
ABSENT: AUTHORITY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-07-CHA

Attachments

Exhibit 1 CHA Demand Reso# 25-07-CHA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2055	05/08/2025	PRINTED	000423	AVALON COURTYARD	12,374.24			
2056	05/08/2025	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
2057	05/08/2025	PRINTED	006884	LYFT, INC.	311.34			
2058	05/15/2025	PRINTED	001001	AT&T PHONE	31.75			
2059	05/29/2025	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
	5 CHECKS			CASH ACCOUNT TOTAL	24,937.33	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	24,937.33	.00

** END OF REPORT - Generated by Jane Manalo **

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-06-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $2,252.30, DEMAND CHECK NUMBERS SA-001958 THROUGH SA-001960".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On June 17, 2025, the Carson Successor Agency ratified the above demand numbers SA-001958 through SA-001960. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $2,252.30.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 17TH DAY OF JUNE, 2025.

CARSON SUCCESSOR AGENCY, to the dissolved CARSON REDEVELOPMENT AGENCY, a public body

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-06-CSA, adopted by the City of Carson City Council at its meeting held on June 17, 2025 by the following vote:

AYES: AUTHORITY BOARD MEMBERS:
NOES: AUTHORITY BOARD MEMBERS:
ABSTAIN: AUTHORITY BOARD MEMBERS:
ABSENT: AUTHORITY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-06-CSA

Attachments

Exhibit 1 CSA Demand Reso #25-06-CSA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1958	05/15/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	30.80			
1959	05/15/2025	PRINTED	001001	AT&T PHONE	63.50			
1960	05/22/2025	PRINTED	001924	THE BANK OF NEW YORK MELL	2,158.00			
		3 CHECKS		CASH ACCOUNT TOTAL	2,252.30	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
3 CHECKS	FINAL TOTAL	2,252.30	.00

** END OF REPORT - Generated by Jane Manalo **

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, 2025 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority as required by Section 2604 of the Carson Municipal Code for the period May 1, 2025 through May 31, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from $25,000 to $75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority.

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed between May 1, 2025 through May 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - May 2025

Attachments

Contract Report - May 2025.pdf

EXHIBIT NO. 1

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
M WHITTIKER	Original	25-091	DAVID DESHAWN LEE JR	7962	EVENT SERVICE PROVIDE AGREEMENT	2025 JBJMO STROKE CENTER REUNION	$400.00	COMMUNITY SERVICES	05/19/2025 *	
M WHITTIKER	Original	25-093	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	2025 ENRICHMENT RECITAL: ECHOS OF THE ALEBRIJES	$1,210.00	COMMUNITY SERVICES	05/15/2025 *	
M WHITTIKER	Original	25-094	ERNESTO T GRITZEWSKY	8542	EVENT SERVICE PROVIDE AGREEMENT	2025 YOUTH CONFERENCE	$2,500.00	COMMUNITY SERVICES	05/30/2025 *	
M WHITTIKER	Original	25-095	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	2025 MEMORIAL DAY EVENT	$1,219.00	COMMUNITY SERVICES	05/22/2025 *	
M WHITTIKER	Original	25-096	SMITTY BOYKIN TOURING INC	8574	EVENT SERVICE PROVIDE AGREEMENT	2025 JAZZFEST	$32,000.00	COMMUNITY SERVICES	10/04/2025 *	
M WHITTIKER	Original	25-097	KENNETH C SARA	7586	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$1,200.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTIKER	Original	25-098	GREGORY L ROSE	4317	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$3,500.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTIKER	Original	25-099	DEMBREBRAH WEST AFRICAN DRUM AND DANCE	7921	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$600.00	COMMUNITY SERVICES	06/14/2025 *	
M WHITTIKER	Original	25-100	AALON BUTLER	6455	EVENT SERVICE PROVIDE AGREEMENT	2025 THERAPEUTIC REC SUMMER FIESTA DANCE	$700.00	COMMUNITY SERVICES	06/06/2025 *	
M WHITTIKER	Original		LOS ANGELES DODGERS	98	PURCHASE AGREEMENT	DODGER TICKETS - PARKS EXCURSION	$5,695.00	COMMUNITY SERVICES	06/18/2025 *	
M WHITTIKER	Original	25-103	ARJAY FERRER JIMENEZ	3104	EVENT SERVICE PROVIDE AGREEMENT	2025 PHILIPPINE INDEPENDENCE DAY	$5,500.00	COMMUNITY SERVICES	06/07/2025 *	
M WHITTIKER	Original	25-104	MIXONE SOUND	2703	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$8,000.00	COMMUNITY SERVICES	06/14/2025 *	
J BOUDREAUX	Original	25-107	APRIL DIAZ dba EZER & CO	8586	CONSULTANT	LEADERSHIP DEVELOPMENT TRAINING	$6,500.00	HUMAN RESOURCES	5/21/2025	5/20/2026
M WHITTIKER	Original	25-109	FAITH MAULUPE	8623	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$1,200.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-110	YVETTE MA'O	4349	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$1,500.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-111	VINCENT VAIELUA	8302	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$2,500.00	COMMUNITY SERVICES	06/28/2025 *	
M WHITTIKER	Original	25-112	PATRICIA MITAINA	8618	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$250.00	COMMUNITY SERVICES	06/28/2025 *	
D ROBERTS	Amendment No. 2	23-116	WESTWARD DISASTER CONSULTANCY LLC	7905	CONSULTANT	EOC TRAINING CONSULTANT	$24,950.00	PUBLIC SAFETY	4/12/2023	4/12/2026

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF APRIL AND MAY 2025 PER ORDINANCE 24-2401 (CITY COUNCIL)

I. SUMMARY

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Per CMC Section 2955.1, staff are presenting to Council a report of interdepartmental budget transfers authorized by the City Manager or designee for the period of April (Exhibit No. 1) and May 2025 (Exhibit No. 2).

This report outlines interdepartmental budget transfers for review by the City Council. It provides a comprehensive overview of the transfers and the impact on departmental operations. The report aims to ensure transparency and fiscal responsibility in managing the City's budget.

II. RECOMMENDATION

RECEIVE and FILE the report (Exhibit No. 1 & Exhibit No. 2).

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The City's budget is a critical tool for allocating resources to various departments and initiatives, ensuring the efficient delivery of services to residents. Throughout the fiscal year, departments may encounter unforeseen circumstances or evolving priorities that necessitate adjustments to their budgets. These adjustments often involve transferring funds between line items to address emerging needs or to capitalize on new opportunities.

In compliance with CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve interdepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 and applicable law), except that: (i) Department Directors shall not be permitted to approve any interdepartmental budget transfers involving personnel-related funds or expenditures, such as salaries or benefits; and (ii) the City Manager shall have authority to restrict (including by removing) the interdepartmental budget transfer authority of one or more Department Directors as deemed necessary in the City Manager's sole discretion.

These requests undergo careful review to assess the justification, necessity, and potential impact of the proposed transfers. The City Manager's office then presents these monthly reports to the City Council.

Attached as Exhibit 1 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in April 2025. Attached as Exhibit 2 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in May 2025

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Interdepartmental Budget Transfers -April 2025
2. Interdepartmental Budget Transfers-May 2025

Attachments

Interdepartmental Budget Transfers -April 2025

Interdepartmental Budget Transfers-May 2025

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	44	BUA	04/07/2025	04/07/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100840	6007		AW		T	Dolphin Park Pickle Ball C		13,600.00	
	101-90-950-101-6007-						CS Operations ExcursFees			
2	10100840	6014		AW		T	Dolphin Park Pickle Ball C		8,700.00	
	101-90-950-101-6014-						CS Operations ConfTravel			
3	10100840	6028		AW		T	Dolphin Park Pickle Ball C		5,000.00	
	101-90-950-101-6028-						Liability Insurance			
4	10100840	6004		AW		T	Dolphin Park Pickle Ball C	27,300.00		
	101-90-950-101-6004-						CS Operations Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	47	BUA	04/07/2025	04/07/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909160	6079		AW		T	Cinco De Mayo and Memorial		25,000.00	
	101-90-970-105-6079-						CS Landscape Maint. Water			
2	10909150	6009		AW		T	Cinco De Mayo and Memorial	25,000.00		
	101-90-970-107-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	48	BUA	04/08/2025	04/08/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	22200000	8002		AW		T	Reso-25-044	1,430,000.00		
	222-80-820-904-8002-						Land			
2	22200010	3910		AW					1,430,000.00	1
	222-99-999-999-3910-						Appropriation Control			
3	22200010	3930		AW				1,430,000.00		1
	222-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	1,430,000.00	1,430,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	50	BUA	04/08/2025	04/08/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808050	8009		AW		T	Reso 25-026		198,475.00	
	289-80-820-904-8009-						Infrastructure Roadways			
2	28808050	8008		AW		T	Reso 25-026	198,475.00		
	289-80-820-904-8008-						Improvements Other Than Bldg			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	52	BUA	04/08/2025	04/08/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28707020	6004		AW		T	Reso 25-042	508,725.00		
	289-70-701-100-6004-						Professional Services			
2	28900000	3910		AW					508,725.00	1
	289-99-999-999-3910-						Appropriation Control			
3	28900000	3930		AW				508,725.00		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	508,725.00	508,725.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	53	BUA	04/08/2025	04/08/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	22000000	8023		AW		T	Reso 25-039	1,522,350.00		
	220-80-820-904-8023-						CIP - Traffic Signal			
2	28808050	8009		AW		T	Reso 25-039		322,350.00	
	289-80-820-904-8009-						Infrastructure Roadways			
3	28808050	8023		AW		T	Reso 25-039	322,350.00		
	289-80-820-904-8023-						CIP - Traffic Signal			
4	10101340	6004		AW		T	Reso 25-039		15,383.13	
	101-99-999-904-6004-						Professional Services			
5	10101340	8023		AW		T	Reso 25-039	15,383.13		
	101-99-999-904-8023-						CIP - Traffic Signal			
6	22000020	3910		AW					1,522,350.00	1
	220-99-999-999-3910-						Appropriation Control			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	53	BUA	04/08/2025	04/08/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
7	22000020 220-99-999-999-3930-	3930		AW			 Budget FB Unrestricted Control	1,522,350.00		1
							** JOURNAL TOTAL	1,522,350.00	1,522,350.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	163	BUA	04/16/2025	04/16/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22707040 223-70-720-100-5002-	5002		AW		T	Reso 25-041 Full-Time Salaries	61,020.00		
2	22707040 223-70-720-100-6004-	6004		AW		T	Reso 25-041 Professional Services	425,500.00		
3	22707040 223-70-720-100-6009-	6009		AW		T	Reso 25-041 Materials & Supplies	1,480.00		
4	22707040 223-70-720-100-6014-	6014		AW		T	Reso 25-041 Conference and Travel	12,000.00		
5	22999060 223-99-999-999-3910-	3910		AW			 Appropriation Control		500,000.00	1
6	22999060 223-99-999-999-3930-	3930		AW			 Budget FB Unrestricted Control	500,000.00		1
							** JOURNAL TOTAL	500,000.00	500,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	174	BUA	04/17/2025	04/17/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10101150 101-90-950-763-6001-	6001		AW		T	Veterans Park Summer Day C CS KC Mills CityBusUse		1,350.00	
2	10101150 101-90-950-763-6004-	6004		AW		T	Veterans Park Summer Day C Professional Services		650.00	
3	10101150 101-90-950-763-6007-	6007		AW		T	Veterans Park Summer Day C CS KC Mills ExcursFees		2,218.30	
4	10101150 101-90-950-763-6009-	6009		AW		T	Veterans Park Summer Day C CS KC Mills Supplies		200.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	174	BUA	04/17/2025	04/17/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
5	10101150	7002		AW		T	Veterans Park Summer Day C		1,000.00	
	101-90-950-763-7002-						CS Kids Club Mills Park Equip			
6	10101180	6004		AW		T	Veterans Park Summer Day C		650.00	
	101-90-950-794-6004-						CS KC C Crest Pro Svcs			
7	10101180	6007		AW		T	Veterans Park Summer Day C		1,898.00	
	101-90-950-794-6007-						CS KC C Crest ExcursFees			
8	10101180	6009		AW		T	Veterans Park Summer Day C		436.69	
	101-90-950-794-6009-						CS KC C Crest Supplies			
9	10101180	7002		AW		T	Veterans Park Summer Day C		1,000.00	
	101-90-950-794-7002-						Equipment Rental			
10	10101110	6009		AW		T	Veterans Park Summer Day C	9,402.99		
	101-90-950-743-6009-						CS KC Vets Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	250	BUA	04/23/2025	04/23/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10525050	6004		AW		T	City Membership		810.00	
	101-52-540-101-6004-						Professional Services			
2	10525050	6006		AW		T	City Membership	810.00		
	101-52-540-101-6006-						City Memberships			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	264	BUA	04/24/2025	04/24/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100540	6500		AW		T	Advertising Invoices		1,000.00	
	101-80-801-100-6500-						Waste Resources Technology			
2	10100540	6003		AW		T	Advertising Invoices	1,000.00		
	101-80-801-100-6003-						PW Mgt&Contrl Printing			
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	10	267	BUA	04/24/2025	04/24/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10909160	6079		AW		T	Mats. for City Hall Garden		50,000.00	
	101-90-970-105-6079-						CS Landscape Maint. Water			
2	10909160	6009		AW		T	Mats. for City Hall Garden	20,000.00		
	101-90-970-105-6009-						Materials & Supplies			
3	10909150	6009		AW		T	Mats. for City Hall Garden	30,000.00		
	101-90-970-107-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	3,961,075.00	3,961,075.00	

11 Journals printed

** END OF REPORT - Generated by Ashton Watts **

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	113	BUA	05/06/2025	05/06/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808050	8009		AW		T	Reso 25-026 Reversal	198,475.00		
	289-80-820-904-8009-						Infrastructure Roadways			
2	28808050	8008		AW		T	Reso 25-026 Reversal		198,475.00	
	289-80-820-904-8008-						Improvements Other Than Bldg			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	114	BUA	05/06/2025	05/06/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808050	8009		AW		T	Reso 25-026 Correction		198,475.52	
	289-80-820-904-8009-						Infrastructure Roadways			
2	28808050	8008		AW		T	Reso 25-026 Correction	198,475.52		
	289-80-820-904-8008-						Improvements Other Than Bldg			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	176	BUA	05/13/2025	05/13/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21507030	6062		AW		T	Reso 25-054	552,940.25		
	215-50-720-964-6062-						CM Housing Neigh Pride Prog			
2	21507060	6062		AW		T	Reso 25-054	256,826.25		
	215-50-720-968-6062-						CV-Residential Rehabilitation			
3	21500070	3910		AW					809,766.50	1
	215-99-999-999-3910-						Appropriation Control			
4	21500070	3930		AW				809,766.50		1
	215-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	809,766.50	809,766.50	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	177	BUA	05/13/2025	05/13/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	77707010	8009		AW		T	Reso 25-060	5,000,000.00		
	775-70-778-904-8009-						CRA - Infrastructure Roadways			
2	77999010	3910		AW					5,000,000.00	1
	775-99-999-999-3910-						Appropriation Control			
3	77999010	3930		AW				5,000,000.00		1
	775-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	5,000,000.00	5,000,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	179	BUA	05/13/2025	05/13/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21909080	8003		AW		T	Reso 25-058	40,157.28		
	217-90-970-107-8003-						Vehicles/Rolling Inventory			
2	22908010	8003		AW		T	Reso 25-058	170,716.92		
	225-90-820-276-8003-						Vehicles/Rolling Inventory			
3	21700010	3910		AW					40,157.28	1
	217-99-999-999-3910-						Appropriation Control			
4	22500010	3910		AW					170,716.92	1
	225-99-999-999-3910-						Appropriation Control			
5	21700010	3930		AW				40,157.28		1
	217-99-999-999-3930-						Budget FB Unrestricted Control			
6	22500010	3930		AW				170,716.92		1
	225-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	210,874.20	210,874.20	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	181	BUA	05/13/2025	05/13/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	28808050	6004		AW		T	Resolution 25-052		300,000.00	
	289-80-820-904-6004-						PW - DIF Professional Services			
2	28808050	8009		AW		T	Resolution 25-052		150,000.00	
	289-80-820-904-8009-						Infrastructure Roadways			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	181	BUA	05/13/2025	05/13/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
3	28808050 8008 289-80-820-904-8008-			AW		T	Resolution 25-052 Improvements Other Than Bldg	450,000.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	182	BUA	05/13/2025	05/13/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	28808110 8023 282-80-820-904-8023-			AW		T	Reso 25-051 CIP - Traffic Signal	350,000.00		
2	28999080 3910 282-99-999-999-3910-			AW			Appropriation Control		350,000.00	1
3	28999080 3930 282-99-999-999-3930-			AW			Budget FB Unrestricted Control	350,000.00		1
							** JOURNAL TOTAL	350,000.00	350,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	204	BUA	05/14/2025	05/14/2025	BUDGET TX	awatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	21900000 8003 219-90-940-180-8003-			AW		T	Reso 25-046 CS Carson Circuit Vehicle Inv	120,000.00		
2	21808010 8023 219-80-820-904-8023-			AW		T	Reso 25-046 CIP - Traffic Signal	75,000.00		
3	21808010 8023 219-80-820-904-8023-			AW		T	Reso 25-046 CIP - Traffic Signal	225,000.00		
4	21900020 3910 219-99-999-999-3910-			AW			Appropriation Control		420,000.00	1
5	21900020 3930 219-99-999-999-3930-			AW			Budget FB Unrestricted Control	420,000.00		1
							** JOURNAL TOTAL	420,000.00	420,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	214	BUA	05/15/2025	05/15/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	24400000	6009		AW		T	Special Events Transfer (R		84,000.00	
	244-90-950-709-6009-						CS Specl Evnt Supplies			
2	24400000	6004		AW		T	Special Events Transfer (R	166,674.00		
	244-90-950-709-6004-						CS Specl Evnt Pro Svcs			
3	24400010	3910		AW					82,674.00	1
	244-99-999-999-3910-						Appropriation Control			
4	24400010	3930		AW				82,674.00		1
	244-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	82,674.00	82,674.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	305	BUA	05/22/2025	05/22/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808030	6004		AW		T	Mats. for Facilities Divis		60,000.00	
	101-80-840-110-6004-						Professional Services			
2	10100630	6004		AW		T	Mats. for Facilities Divis		50,000.00	
	101-80-840-102-6004-						PW Bldg Maint Pro Svcs			
3	10808030	6004		AW		T	Mats. for Facilities Divis	60,000.00		
	101-80-840-110-6004-						Professional Services			
4	10100630	6004		AW		T	Mats. for Facilities Divis	50,000.00		
	101-80-840-102-6004-						PW Bldg Maint Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	306	BUA	05/22/2025	05/22/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808030	6004		AW		T	Mats. for Facilities Divis		60,000.00	
	101-80-840-110-6004-						Professional Services			
2	10100630	6004		AW		T	Mats. for Facilities Divis		50,000.00	
	101-80-840-102-6004-						PW Bldg Maint Pro Svcs			
3	10808030	6009		AW		T	Mats. for Facilities Divis	60,000.00		
	101-80-840-110-6009-						Materials & Supplies			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	306	BUA	05/22/2025	05/22/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
4	10100630	6009		AW		T	Mats. for Facilities Divis	50,000.00		
	101-80-840-102-6009-						PW Bldg Maint Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	307	BUA	05/22/2025	05/22/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808030	6004		AW		T	Funding for Cubicles		25,000.00	
	101-80-840-110-6004-						Professional Services			
2	10808030	6009		AW		T	Funding for Cubicles	25,000.00		
	101-80-840-110-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	308	BUA	05/22/2025	05/22/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10555030	6056		AW		T	Conference Costs		2,000.00	
	101-55-592-251-6056-						Training			
2	10555030	6014		AW		T	Conference Costs	2,000.00		
	101-55-592-251-6014-						Conference and Travel			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	358	BUA	05/29/2025	05/29/2025	BUDGET TX	Fawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909160	6079		AW		T	Pickle Ball Fencing Projec		10,000.00	
	101-90-970-105-6079-						CS Landscape Maint. Water			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	358	BUA	05/29/2025	05/29/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
2	10909150	6004		AW		T	Pickle Ball Fencing Projec	10,000.00		
	101-90-970-107-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	359	BUA	05/29/2025	05/29/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100860	6001		AW		T	Public Address System		4,186.23	
	101-90-950-151-6001-						CS Carson Pk CityBusUse			
2	10100860	6007		AW		T	Public Address System		1,500.00	
	101-90-950-151-6007-						CS Carson Pk ExcursFees			
3	10100860	6020		AW		T	Public Address System		1,000.00	
	101-90-950-151-6020-						CS Carson Pk CPUExp			
4	10100860	6009		AW		T	Public Address System	6,686.23		
	101-90-950-151-6009-						CS Carson Pk Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	11	360	BUA	05/29/2025	05/29/2025	BUDGET	TXFawatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100900	6020		AW		T	Del Amo Park Sound System		4,075.00	
	101-90-950-252-6020-						CS Del Amo Pk CPUExp			
2	10100900	6009		AW		T	Del Amo Park Sound System	4,075.00		
	101-90-950-252-6009-						CS Del Amo Pk Supplies			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	6,873,314.70	6,873,314.70	

16 Journals printed

** END OF REPORT - Generated by Ashton Watts **

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance

Subject: CONSIDER APPROVING AN INCREASE TO THE NOT-TO-EXCEED PURCHASE LIMITS AND PURCHASE TERMS FOR AMAZON BUSINESS AND STAPLES ADVANTAGE PURSUANT TO CMC SECTION 2611(G) COOPERATIVE PURCHASING (CITY COUNCIL)

I. SUMMARY

Municipalities use competitively solicited Cooperative Purchasing Agreements by other government agencies and organizations to maximize cost savings and efficiently use staff resources when purchasing goods and services. Omnia Partners, Public Sector (“Omnia Partners”) partnered with the State of Utah in 2025 to award Contract #LS4679 (Exhibit No. 1) to Amazon.com Service LLC dba Amazon Business ("Amazon") for purchasing of online marketplace services and easy-access to business-relevant products, supplies, and products, and to make a cooperative contract available to public agencies nationally through Omnia Partners’ cooperative purchasing program. Similarly, Sourcewell partnered with the State of Minnesota in 2024 to award Contract #070924-SCC (Exhibit No. 2) to Staples Contract & Commercial LLC for purchases of office supplies and workplace solutions and to make a cooperative contract available to public agencies nationally through Sourcewell's cooperative purchasing program. The City is an active member of both cooperative purchasing programs and is eligible for the benefits of cost savings, competitive pricing, and other purchasing terms extended through the respective cooperative agreements.

The City Council has previously authorized the use of the previous cooperative purchasing agreements which have since expired, and staff is now presenting current agreements for approval of not-to-exceed Citywide purchase limits on a per fiscal year basis, pursuant to CMC Section 2611(g), to ensure ongoing support of Citywide needs for various materials, supplies, and equipment offered competitively through Amazon Business and Staples Advantage.

II. RECOMMENDATION

TAKE the following action:

1. AUTHORIZE the City to make purchases of materials, supplies, and equipment from Amazon Business in a cumulative amount not to exceed $300,000 per fiscal year (representing a $100,000 increase from the February 2025 approval of the previous agreement), effective through May 5, 2030 and for each fiscal year contained within said effective period, pursuant to Omnia Partners Contract No. LS4679 and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

2. AUTHORIZE the City to make purchases of materials, supplies, equipment, and janitorial supplies from Staples Advantage in a cumulative amount not to exceed $400,000 per fiscal year, effective through February 2, 2029 and for each fiscal year contained within said effective period, pursuant to Soucrewell Contract No. 070924-SCC and APPROVE purchase orders to be used as needed to effectuate such purchases pursuant to CMC Section 2605 in the determination of the Purchasing Manager.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

Municipalities use competitively solicited Cooperative Purchasing Agreements by other government agencies and organizations to maximize cost savings and efficiently use staff resources when purchasing goods and services. The City has active memberships in various cooperative agencies, including Omnia Partners and Sourcewell. Both platforms offer its members national buying power, securing competitively solicited pricing for a wide variety of materials, supplies, equipment, and much more across various industries. Participation in these cooperative agreements allows the City to leverage local supplies at bulk pricing.

On February 4, 2025, the City Council approved the use of cooperative purchasing agreement with Amazon Business and Omnia Partners affording an opportunity to local government agencies for cost-saving solutions that simplify procurement and help drive compliance with purchasing requirements. The Purchasing Division has launched and successfully implemented the City's use of the Amazon online platform, enabling Staff to search locally for eligible purchases, establish workflow rules and regulations, and gain quicker access to materials, supplies, and equipment required to carry out various functions throughout the City. On May 6, 2025, Omnia Partners awarded contract no. LS4679 to Amazon.Com Service LLC dba Amazon Business which enables eligible users to participate in the competitive terms, conditions, and pricing of master contract #LS4679. This Cooperative Purchasing Agreement was created, competitively bid, evaluated, and awarded by Omnia Partners through Request for Proposals #TR24-8. Staff is now seeking the Council's approval to continue participation in Amazon Business cooperative agreement no. LS4679 for a not-to-exceed amount of $300,000 per fiscal year through the initial term of the agreement, May 5, 2030, any subsequent extension periods allowed within the agreement, and each fiscal year which falls within this term.

On May 3, 2022, the City Council approved the use of a cooperative purchasing agreement with Staples LLC and Sourcewell for a not-to-exceed amount of $400,000 per fiscal year. On February 3, 2025, Sourcewell awarded contract #070924-SCC to Staples which gives eligible users access to various office supplies, paper, toner, janitorial supplies, and more. This Cooperative Purchasing Agreement was created, competitively bid, evaluated, and awarded by Omnia Partner through Request for Proposals #070924. Staff is now seeking the Council's approval to continue participation in the Staples cooperative agreement no. 070924-SCC for a not-to-exceed amount of $400,000 per fiscal year through the initial term of the agreement, February 2, 2029, any subsequent extension periods allowed within the agreement, and each fiscal year which falls within this term.

These cooperative purchasing agreements will allow the City of Carson to gain access to thousands of products at competitive pricing and terms which would not generally be afforded to the City if the City were to conduct its own Request for Proposals considering the City's individual volume for needed materials, supplies, and equipment.

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized Sourcewell and Omnia Partners complies with the requirements of Section 2611(g) of the Carson Municipal Code (CMC) and has therefore, waived the formal bidding process for procurement of the materials, supplies, and equipment. The Purchasing Manager has also waived the contract requirement as permitted under Section 2606(b)(1)(ii) of the CMC (Exhibit No. 3; Exhibit No. 4).

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Omnia Partners Agreement #LS4679
2. Sourcewell Agreement #070924-SCC
3. Purchasing Waiver - #LS4679
4. Purchasing Waiver - #070924-SCC

Attachments

OMNIA PARTNERS AGREMEENT #LS4679.pdf
SOURCEWELL AGREEMENT #070924-SCC.pdf
PURCHASING WAIVER - #LS4679.pdf
PURCHASING WAIVER - #070924-SCC.pdf

EXHIIBIT NO. 1

STATE OF UTAH

Contract # LS4679

for

ONLINE MARKETPLACE

with

AMAZON.COM SERVICE LLC dba AMAZON BUSINESS

Effective: May 6, 2025

The following documents comprise the executed contract effective: May 6, 2025

I. Vendor Contract and Signature Form

II. Supplier’s Response to the RFP, incorporated by reference

Docusign Envelope ID: 37AFD31B-ADDC-4B02-934C-64CD7A6863B1

Contract # **LS4679**

OMNIA COOPERATIVE CONTRACT - MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Amazon.com Services LLC dba Amazon Business		
Name		
410 Terry Avenue North		
Address		
Seattle	WA	98109
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person William Burnett Phone #404-807-9996 Email wjburn@amazon.com
Vendor #VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. PROCUREMENT: This contract is entered into as a result of Solicitation #TR24-8.

4. CONTRACT PERIOD: Effective Date: 05/06/2025 Termination Date: 05/05/2030 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): N/A.

6. Administrative Fee, as described in the Administrative Agreement between Omnia and Amazon Business: Established by Omnia and the participating entities upon establishing a participating addendum, as required.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☒ Goods ☒ Services, or ☐ IT
ATTACHMENT B: Amazon Business Account Terms and Conditions
ATTACHMENT C: Scope of Work
ATTACHMENT D: Pricing/Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by: Oscar Montes — Z959B3GP699A75E

Contractor's Signature	Print Name	Title	Date
	Oscar Montes	Authorized Representative	April 15, 2025

STATE

DocuSigned by: — C38BE9DAC528424...

Director, Division of Purchasing	Date
	4/21/2025

Contract Manager can be found at www.statecontracts.utah.gov on the contract landing page.

Docusign Envelope ID: 37AFD31B-ADDC-4B02-934C-64CD7A6863B1

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
   d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
   f) "**Division**" means the Division of Purchasing and General Services.
   g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts, including agencies nationwide registered with OMNIA Partners, Public Sector are eligible to participate in any subsequent Contract.
   h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
   i) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
   j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
   k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
   n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, which the parties mutually agree to in writing, including CFR Appendix II to Part 200, will supersede this Attachment. Eligible Users shall inform Contractor if federal funds are used under this Agreement and propose those additional contract terms to be included.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor will provide Eligible Users access to Amazon Business Analytics ("ABA") whereby Eligible Users may generate reports based on purchasing activity pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification

System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

a) Contractor certifies, to the best of its knowledge and belief at the time of submission, as to its own entity, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

b) Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents, to the best of its knowledge and belief at the time of submission, that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.

8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.

9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

10. **INDEMNITY:** Notwithstanding anything else to the contrary in this Agreement, neither party shall be responsible for indemnifying the other party for any claims.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.

13. **DEBARMENT:** Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must promptly notify the Division if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either Party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s)

properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. The Amazon Tax Exemption Program (ATEP) allows Amazon Business customers to apply a tax-exemption status to eligible purchases from Amazon and affiliates or other participating selling partners. To apply tax-exempt status to eligible purchases, organizations enroll their business account in ATEP. An administrator with an Amazon account already enrolled can migrate their ATEP settings in Business Settings. The Amazon Tax Exemption Wizard guides the process of enrolling. Tax-exempt status usually activates within 15 minutes of enrolling. If the organization must upload a certificate, approval takes up to 24 hours. NOTE: ATEP is offered to selling partners but they are not required to participate. As a result, your exemption may not apply to sales sold by nonparticipating selling partners. As a result, Amazon Business allows for organizations to set a policy on that account that restricts or blocks selling partners that do not participate in ATEP. For more information, please see the ATEP Terms and Conditions: https://www.amazon.com/gp/help/customer/display.html/?nodeId=200770210&pop-up=1.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Warranties for all goods and products purchased under the Contract shall be subject to Section 4 (Disclaimer) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY**. The Contractor shall maintain the following insurance coverage:
    a. Workers' compensation insurance during the term of this Contract for all its employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.
    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED**.
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. Notwithstanding anything in the RFP #TR24-8 or resultant contract terms and conditions to the contrary, the State of Utah will provide Amazon Business with reasonable prior written notice before disclosing any information in the Amazon Business proposal labeled as Confidential or trade secret as set forth herein, so that Amazon Business may pursue any and all remedies available at law.
21. **DELIVERY:** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
22. **ACCEPTANCE AND REJECTION:** Inspection and Acceptance for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
23. **INVOICING:** Invoices for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
24. **PAYMENT:** The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
25. **Deleted - INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**
26. **Deleted - OWNERSHIP IN INTELLECTUAL PROPERTY**
27. **Deleted - OWNERSHIP IN CUSTOM DELIVERABLES**
28. **ASSIGNMENT:** Assignment of the Contract shall be subject to Section 15.2 (Assignment) of the Amazon Business Accounts Terms and Conditions.

29. **REMEDIES:** Disputes under the Contract shall be subject to Section 8.2 (Disputes) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed by either Party (Disclosing Party), the Receiving Party shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Receiving Party will promptly notify an Disclosing Party of any potential or actual misuse or misappropriation of Confidential Information.

    Receiving Party shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Receiving Party shall indemnify, hold harmless, and defend the Disclosing Party, including anyone for whom the Disclosing Party is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Receiving Party or anyone for whom the Receiving Party is liable.

    Upon termination or expiration of this Contract, and receipt of a request from the Disclosing Party to do so, Receiving Party will return all copies of Confidential Information to the Disclosing Party or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **RESERVED.**
36. **ORDERING**: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS** Use of Amazon Business is governed by the Amazon Business Accounts Terms and Conditions. An Eligible User will need to have an active Amazon Business account to utilize Amazon Business.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **Deleted - WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **Deleted - ATTORNEY'S FEES**
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7.

Invoices containing travel costs outside of these rates will be returned to the vendor for correction.

47. **PERFORMANCE EVALUATION**: The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation shall be made available to Contractor upon request.
48. **STANDARD OF CARE**: The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor may be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by Contractor's gross negligence or intentional acts.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS**: In accordance with Utah Code 63G-27 et seq., Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies, to the best of its knowledge and belief at the time of submission, that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

Revision Date: 04/09/2025 (Section 3, 4, 6, 7, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25,26,27, 28, 29, 31, 37, 39, 45, 48, 56)

Revision Date: 04/23/20324 (Omnia Revised section: 1.g)

Revision Date: 07/20/2023 (Original language)

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Attachment B
Amazon Business Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at https://www.amazon.com/gp/help/customer/display.html?nodeId=202119380.

1. **PURPOSE OF AGREEMENT**. This Agreement governs your access to, use of, and transactions made through Amazon Business. **"Amazon Business"** enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the **"Feature Terms"**) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users' use of and access to Amazon Business. These **"Policies"** include the Amazon Business Acceptable Use Policy, the Amazon Business Pricing Policy, the Amazon Business Sanctions and Export Policy, the Amazon.com Privacy Notice, the Amazon Business Gift Card Policy, and the Healthcare Disclosure Policies. This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY**. By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. **"Eligible Entities"** include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a **"Business Account"** will be created for your organization. You may authorize others to create a **"User Account"** associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon's Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued

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without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a **"Claim"**) to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.

7. **CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.**

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7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the Privacy Notice to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential (**"Confidential Information"**). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we

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each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.

11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.

12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may

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terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. **COPYRIGHTS; TRADEMARKS; PATENTS.** Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the Amazon Business Help Pages for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. **LICENSE; SOFTWARE.** The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the **"Amazon Software"**). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.

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14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. **MISCELLANEOUS.**

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your Message Center and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also

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send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available here.

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this "**Amendment**") to the Amazon Business Accounts Terms and Conditions, above and available at https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180 (as updated from time to time, the "**Agreement**"), between Amazon Services LLC ("**Amazon**", "**we**", "**us**", or "**our**") and the State of Utah ("**Customer**" or "**you**") is effective as of the last date of signature below (the "**Amendment Effective Date**"). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW**. The Section in the Agreement entitled "**GOVERNING LAW**" (currently Section 8.1) is deleted in its entirety.

2. **DISPUTES**. The Section in the Agreement entitled "**DISPUTES**" (currently Section 8.2) is deleted in its entirety.

3. **MODIFICATIONS**. The Section in the Agreement entitled "**MODIFICATIONS**" (currently Section 10) is amended by adding the following sentence:

   "Notwithstanding this Section 10, no changes or updates to Amazon's Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties' written agreement in a subsequent amendment."

4. **TERM; TERMINATION**. The Section in the Agreement entitled "**TERM; TERMINATION**" (currently Section 12) is amended by adding a second paragraph as follows:

   "Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days' prior written notice to the other party."

5. **AMAZON BUSINESS ANALYTICS**. Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds."

6. **LAWS AND REGULATIONS**. A new Section 17 is added to the Agreement entitled "**LAWS AND REGULATIONS**" that states as follows:

   "Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement."

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7. **FEDERAL FUNDS CERTIFICATIONS.** A new Section 18 is added to the Agreement entitled "**FEDERAL FUNDS CERTIFICATIONS**" that states as follows:

   "18.1. Debarment. Amazon certifies that, to the best of its knowledge and belief, neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that, to the best of its knowledge and belief, neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

   "18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

   (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

   (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.

   (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. **ENTIRE AGREEMENT**. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. **CONFLICTS**. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. **COUNTERPARTS AND DELIVERY**. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.

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Attachment C - Scope of Work

1. Scope
   The Contractor will provide OMNIA Partners Participating Public Agencies access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

2. Participating Public Agencies
   The Contractor will have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the contract. All local agreements may have a full potential term not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

   Utilization of the contract by OMNIA Partners Participating Public Agencies will be at the discretion of the individual Participating Public Agencies. Any modifications agreed to by Participating Public Agencies and Contractor are exclusively between the Participating Public Agencies and the Contractor.

3. Deliverables
   Contractor will provide the following deliverables:
   1) Access and use to a digital marketplace for users to order goods and services
   2) Fulfill orders from beginning (ordering of products) to end (delivery to user)
   3) Form of data analytics: Standard reporting; access to online order history
   4) Ability to restrict certain items as designated by Participating Public Agencies as needed to meet their laws and applicable rules
   5) Platform to connect one or more sellers to multiple buyers
   6) An established and demonstrated methodology for showing prices are generally below retail prices
   7) Ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
   8) Online catalog featuring a wide variety of products
   9) Quick delivery with the majority of products available to be delivered within five days
   10) A central point of contact for customer service, delivery, or account issues that will be available by phone, e-mail, virtual chat during normal business hours (9am to 5pm MST) Monday through Friday. Representative will respond to inquiries within 24 business-hours.
   11) Customizable workflow and governance capabilities in the platform to allow: all administrators to restrict product or commodities depending on organizational internal policies and procedures; full revision history of changes made and who made the workflow
   12) Other platform capability: Secure login; mobile-enabled site; freight selection; online sample request form; product images (high resolution) associated with each item

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4. Product Offering – Categories
   Contractor will provide products for a minimum of two categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through the contract, Participating Public Agencies may choose to limit which categories their end users have access to. Contractors will offer their complete catalog of product and services

   The Participating Public Agencies and Contractor may enter into a separate supplemental agreement or marketplace membership program to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, incentives and/or rebates, etc. Any supplemental agreement or marketplace membership program developed under this contract is exclusively between the Participating Public Agency and Contractor.

   The categories are as follows:

   1) Education-Based Accessories, Display, Products and Related Supplies
   Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

   2) Information Technology-Peripheral Devices and Related Products
   Supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related products. Items in this category should not connect to an end user's network.

   3) Maintenance, Repair and Operations Products (MRO)
   Items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes and other related supplies and products.

   4) Office-Based Accessories, Décor, Products, and Related Supplies
   Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other related products.

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5) Apparel
Items that could be utilized by juveniles or adults, which may include but is not limited to: innerwear, outerwear, shoes, uniforms, linens, and other related products.

6) Personal Care Items
Items related to personal care that include but are not limited to: personal hygiene items, bath accessories, feminine personal hygiene items, toilet paper, and other related products.

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Attachment D - Pricing/Catalog

This contract has a dynamic pricing structure in which the price for items listed on the online digital marketplace is driven by the market. This contract will not need to be amended when prices fluctuate.

https://business.amazon.com/

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EXHIBIT NO. 2

Solicitation Number: 070924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Office Supply and Workplace Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective on February 3, 2025.

EXPIRATION DATE AND EXTENSION. This Contract expires February 2, 2029, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and the Participating Entity with reference made to this Contract. These affiliates

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include, but are not limited to HiTouch Business Services LLC, and Southwest School & Office Supply.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Supplier will use commercially reasonable efforts to ship Products ordered by Participating Entities before 3:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Participating Entity will be notified of a delay and Supplier will deliver the delayed Product as promptly as commercially practicable. Supplier will treat delayed orders as active until Participating Entity contacts Supplier and provides other instructions. Supplier's standard shipments will be F.O.B. Participating Entity's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as

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noted on Supplier's e-commerce platform. Title and risk of loss for the Products will pass to Participating Entity at the time the Products are delivered to Participating Entity. Eligible products purchased online and picked up at a Supplier retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Participating Entity's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of $35.00 per order. Orders not meeting the foregoing minimum will be charged a $7.99 fee.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Supplier will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. Shipments to Alaska or Hawaii may be subject to a 25% surcharge. Additional terms and fees for shipments to certain locations (including, without limitation, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) are set forth in Supplier's proposal.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

Core List. The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this contract are set forth in ***Exhibit 1***.

The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Supplier may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and Deviated Products that Participating Entities purchase from Supplier. "Deviated Products" is defined as Products for which Seller receives special pricing from the manufacturer specifically for Sourcewell.

Extraordinary Market Events. Supplier reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Supplier will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Supplier may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Supplier and Sourcewell have added, as well as SKU numbers for

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items that have been removed from the from the Core List. Supplier may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Supplier and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print Services
- Exhibit 3 – Staples Promotional Products
- Exhibit 4 – Staples Technology Solutions

Tier One Diversity Program. Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

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authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

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negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Contract.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities,

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pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Supplier, and except as stated below, Supplier will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Supplier will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales is defined as the gross sales price of the Products purchased pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel.

Market Priced Items are defined as cash equivalents (e.g. gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

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end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require the execution of a confidentiality agreement prior to receiving access to any records.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS, LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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Neither party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease

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$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

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policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending

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Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Supplier may

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terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than 90 days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell	Staples Contract & Commercial LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jeff Hall 6E8584E204FD403...
By: _____	By: _____
Jeremy Schwartz	Jeff Hall
Title: Chief Procurement Officer	Title: Chief Financial Officer
Date: 11/7/2024 | 3:01 PM CST	Date: 11/7/2024 | 2:52 PM CST

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RFP 070924 - Office Supply and Workplace Catalog Solutions

Vendor Details

Company Name:	Staples Contract & Commercial LLC
Address:	500 Staples Drive Framingham, MA 01720
Contact:	Sandy Long
Email:	sandy.long@staples.com
Phone:	404-510-9974
HST#:	04-3390816

Submission Details

Created On:	Thursday May 16, 2024 06:53:27
Submitted On:	
Submitted By:	Sandy Long
Email:	sandy.long@staples.com
Transaction #:	
Submitter's IP Address:	

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Staples Contract & Commercial LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HiTouch Business Services LLC and Southwest School and Office Supply are affiliates of Staples Contract & Commercial LLC, and wholly owned subsidiaries of Staples, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Staples Contract & Commercial LLC is a wholly owned subsidiary of Staples, Inc. Our Contract & Commercial division supports our business-to-business customers with all the products and services we offer. Our lines of business names include: • Staples Business Advantage • Staples Advantage • Staples • Staples.com • Staples Business Credit • Staples Facility Solutions • Staples Promotional Products • Staples Furniture Solutions • Staples Technology Solutions • Staples Pack and Ship Solutions • Staples Installation Services • Staples Print and Marketing Services	*
4	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702	*
5	Proposer website address (or addresses):	www.StaplesAdvantage.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7256 Email: Sharon.Burgess@Staples.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com Adam Moriarty, Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Adam.Moriarty@Staples.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Staples was founded in 1986 by Tom Stemberg, who was inspired to create an office supply superstore after struggling to find a printer ribbon during a holiday. The first store was opened in the Brighton neighborhood of Boston. Since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners. Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery. We have been in the industry for 38 years, providing a range of products and services beyond the paper, ink, and toner we're known for. We are experts in technology and conferencing equipment, cleaning products, furniture, and breakroom items like snacks and coffee. We also provide comprehensive print management programs and promotional capabilities. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities.	*

10	What are your company's expectations in the event of an award?	Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency, and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 – Staples Financial Stability for Staples' 2023 financial information and current bank and trade references. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.	*
12	What is your US market share for the solutions that you are proposing?	The industry remains highly fragmented with more than 2,000 competitors — we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq.	*
13	What is your Canadian market share for the solutions that you are proposing?	As the industry leader, Staples Professional has significant share of the total market across many specific categories (office supplies, print and promo, technology, facility solutions, etc.) in Canada, and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never filed for a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: • Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold varying certifications depending on their business classification and location. • Certain types of print services and promotional products may be subcontracted to our network of qualified strategic suppliers. • Some product lines, such as janitorial and breakroom may involve service, repair and installation functions that may be subcontracted to our installer network. • Staples uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received: COMPANY RANKINGS • #73 on Forbes America's Largest Private Companies list for 2023 • #68 on National Retail Federation Top 100 Retailers list for 2023 ENVIRONMENTAL AWARDS & RECOGNITIONS • Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal • Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment DIVERSITY AWARDS & RECOGNITIONS • Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024 • Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees • Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign SUPPLIER AWARDS • CoreTrust "Supplier Award – Most Collaborative Partner" (2024) • HealthTrust Supplier of the Year (2019)	*
19	What percentage of your sales are to the governmental sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over $167M in state and municipal government sector sales annually under our Sourcewell awarded contracts.	*
20	What percentage of your sales are to the education sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over $173M in education sector sales annually under our Sourcewell awarded contracts.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples holds the following national public sector cooperative contracts: • Sourcewell • NASPO ValuePoint • NPP Gov • E&I • BuyBoard Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 012320-SCC Office & Related Supplies contract as their state office supplies contract vehicle. Each of these contracts have been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above have annual sales that range between $5 million to $1 billion.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples has the following GSA contracts: • 47QSEA19D008T – Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture • 47QSCC24D000G - GSA Commercial Platform contract (commercial online marketplace contract) Staples considers specific sales volumes for these contracts confidential.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hillsborough County Public Schools	Camille Massey, Senior Procurement Officer	(813) 272-4370	*
University of Colorado	Jenny Casanova, Senior Procurement Manager	(303) 764-3413	*
County of Sacramento	Zachary Mello, Senior Contract Services Officer	(916) 875-6104	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between $5M - $25M	*
County of Riverside	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between $5M - $25M	*
County of San Bernardino	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between $5M - $25M	*
Charter School Department of Education	Education	New York - NY	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between $5M - $25M	*
City of Houston	Government	Texas - TX	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between $5M - $25M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide. Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team. Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following: AREA VICE PRESIDENT STRATEGIC ACCOUNTS – PUBLIC SECTOR • Oversees the ongoing management of all Public Sector cooperative contracts • Works with all levels of the sales organizations and customers • Shares best practices based on all related issues and resolutions STRATEGIC ACCOUNT DIRECTOR • Manages and maintains relationships with senior executive team members within cooperative contracts • Develops strategy to inform and train sales teams that support the members of Public Sector contracts • Subject matter expert to their designated vertical customer segment LARGE ACCOUNTS • Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive. • Account Executive – Dedicated Member point of contact that oversees ongoing program management. Locally aligned to customers, Account Executives conduct regular business reviews and develop strategies to lower procurement costs and increase compliance. • Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available. SMALL/MEDIUM ACCOUNTS • Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities. • Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth. ADDITIONAL RESOURCES • Category Experts – Account support dedicated to facilities, print, promo and technology • Account Specialists – Support to engage with entities that have not made recent purchases • Site Developers – Drive compliance and site penetration for large entities • Sales Engineers – Support to onboard new entities to ensure successful setup In addition, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.	*
26	Dealer network or other distribution methods.	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
27	Service force.	Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates in our call centers, including representatives who process orders, answer customer emails and provide agent support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals: • Online via our e-commerce ordering platforms • StaplesAdvantage.com Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) Online ordering is simple with StaplesAdvantage.com: • Step 1 – Using our robust Search and Filter features, user can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart. • Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping. • Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order. • Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details. For some categories covered by this contract, the ordering process may include a website other than StaplesAdvantage.com and/or via purchase order. Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.	*

29	Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)	MINIMUM ORDER REQUIREMENTS Unless otherwise mutually agreed to by Staples and a Sourcewell participating entity, Sourcewell participating entities shall have a minimum order size of $35.00 per order. Orders not meeting the minimum will be charged a $7.99 fee. Purchasers will be notified by an alert in the cart that their order is subject to a minimum order fee and that they can avoid the fee by consolidating small orders. Please note the following additional terms: • Minimum order requirements may apply to special orders, manufacturer-direct orders and sourced products. • For items purchased through the Staples Technology Solutions ordering platform, a minimum order fee of $250.00 will apply. Orders not meeting the minimum will be charged an $8.00 shipping and handling fee. • Depending on the scope of the products, minimum order quantities may apply to custom print and promotional items. ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate Sourcewell participating entities to adopt more efficient behaviors, such as: • Ordering bi-weekly or monthly, instead of weekly or daily • Coordinating ordering with other departments • Determining frequently ordered items and ordering enough for a week • Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders Benefits of order consolidation include: • Reduced order processing costs • Fewer deliveries and invoices to process • Less packaging, label and invoicing paper waste • CO2 savings from fewer truck deliveries INCREASING ONLINE ORDERS The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs participating entities significantly more than an order placed electronically. We'll educate participating entity's end users on online order placement. Benefits include: • Reduced order processing costs • Faster and easier ordering • Fewer ordering mistakes – fewer product returns • Real-time tracking of product delivery status Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails. ONLINE COMPLIANCE CONTROLS StaplesAdvantage.com also drives program compliance with features like: • The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists • Shared or personal shopping lists populated with commonly ordered or preferred core items • Optional spending and approval controls that eliminate inefficient and costly small orders DESKTOP & PREMIUM DELIVERY As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. EXPEDITED ORDERS Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs RETAIL PURCHASING PROGRAM & IN-STORE PURCHASING Today, customers can use the Buy Online, Pick Up in Store option and Print-to-Store to get what they need, when they need it for same day purchases. They can also take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides: • One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work. • Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information. • Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order. • Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right. SERVING SOURCEWELL PARTICIPATING ENTITY NEEDS Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for: • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com. CALL CENTER STRUCTURE • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska. Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of $200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor. Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Staples' response to questions 36 through 38 of this section should be considered as "Trade Secret": Staples' strategy for the national promotion of the Sourcewell contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team. Recently, we organized our Sales teams into industry-aligned verticals: Commercial; Public Sector (Government, Non-Profits, K-12 and Higher Education); and Healthcare. This provides our customers with a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints, such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with your Staples team. BUSINESS DEVELOPMENT • Continue to focus efforts on prospecting and acquisition of participating entities in the public sector through the Sourcewell contract • Leverage the unique skills and strengths of our mid-market teams for small and medium sized entities and our enterprise teams for larger, more complex entities NEW ACCOUNT MANAGEMENT • Implement and ramp new accounts with specificity, efficiency and speed • Comprehensive program training EXISTING ACCOUNT MANAGEMENT • Continue to focus efforts on existing account communication and penetration • The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction ONGOING INTERNAL TRAINING AND EDUCATION • Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Marketing Plan. In addition to our sales, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan. In Attachment 4 – Sourcewell–Staples Marketing Plan we have also included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request. The plan: • Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation • Relies on the committed resources of the entire Staples organization, supported by our senior management team • Utilizes a full range of tools and technology including, but not limited to: o Online and in-person training tools and techniques o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization o Internal instructional website presence for sales education o Public-facing website presence for current and prospective Sourcewell participating entities o Data models to drive marketing campaigns and tactics	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. The messaging is driven by customer insights to ensure relevancy (for example seasonal communications around the end of fiscal year budgets or back-to-school season) to our audience. Our internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through these marketing campaigns. Campaigns tactics include email, digital paid media, campaign landing pages, direct mail and sales support materials. ACCOUNT-BASED MARKETING (ABM) – USER-FOCUSED To ensure compliance, Staples can use digital retargeting proactively to communicate with Sourcewell's membership to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract. SOURCEWELL PARTNER PORTAL Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples contracts: • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Sourcewell • Visit Sourcewell Partner Portal for more information	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through: • The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants. • The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities. • Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms. EASY ORDERING TOOLS StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include: • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time. • Product Comparisons – Compare up to four products at time to make an informed selection and read product reviews. • Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages. • Order Status & Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery. • Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page. • Ink & Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows you to save printer information. Or choose from a range of free recycling options by clicking under the Help Center. • Frequently Purchased – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available. • Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more. ONLINE PROCUREMENT CONTROLS Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer: • User & Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations. • Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases. • Budget & Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. MOBILE CAPABILITIES Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include: • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Ink & Toner Finder • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience ONLINE REPORTING Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com: • Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. • Auto Restock reports all you to view subscription details by user and shipping location. • Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months. • Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available. SCALABILITY If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet your changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.	

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Staples can introduce a comprehensive communication campaign prior to program launch to ensure a participating entities employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. We will customize a marketing plan to maximize program awareness at all your locations, including providing information on available trainings. TRAINING MATERIALS From video tutorials to step-by-step user guides, we have a full suite of training materials available on StaplesAdvantage.com Customized materials can be provided upon request. Training sessions can also be scheduled as needed, throughout the life of your program. Our Welcome Page on StaplesAdvantage.com provides everything your users need to get started with your program. VIDEO TUTORIALS The full suite of features and capabilities can be viewed on StaplesAdvantage.com by clicking the tutorial video at the link below. You'll learn how easy it is to find the items you need, create shopping lists, manage your account, set up delivery notifications, check order status, use short cuts on the help center, make a hassle-free return and more. Follow these links for the information participating entities may need on StaplesAdvantage.com: • Managing your StaplesAdvantage.com account • Managing your StaplesAdvantage.com orders • Timesavers on StaplesAdvantage.com FACILITY SOLUTIONS TRAINING To create a successful janitorial program for Sourcewell, Staples provides more than high quality products, we can also design customized training programs to demonstrate the best procedures for participating entities to use those products. By employing the correct procedures and techniques, a facilities staff will dramatically reduce its labor and product costs, increase productivity and improve its sustainability program. At Staples, we have a dedicated Facilities Technical Training team for both customer site and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards. We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include on-site and web-based programs, as well as in-person training at our training facility in Aurora, Colorado. PRINT & MARKETING TRAINING It's our goal to make ordering print products simple and easy. About four weeks prior to a program go live date, our Marketing team will create an announcement for participating entities to send to their users that will help set the tone for their Print program's success. Over the next few weeks, we'll follow up with Coming Soon communications to promote program awareness and advantages of the new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print & Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details. Once the program launch is complete, the participating entity's Print & Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.	*

41	Describe any technological advances that your proposed products or services offer.	To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following: SALES TRANSFORMATION We organized our sales teams into industry-aligned verticals: Commercial, Public Sector (Government, Education and Non-Profits) and Healthcare to optimize how we deliver our products and services. This provides our customers a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with their Staples team. We have created a dedicated Sourcewell Partner Portal to assist both participating entities and sales teams with compliance, visibility and insights specific to the public sector industry. INNOVATIVE STAPLES BRANDS Staples' brands are designed and tested to ensure high quality and performance in every product across many categories. We offer more than 5,500 Staples-exclusive items, including: • Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs. • Union & Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. Our new line of Staples-brand ergonomic furniture options is an example of recent product innovation. This line of furniture and accessories includes first-to-market, purpose-designed selections. Popular items in this exclusive line include: • The TRU RED Curved Whiteboard is the first of its kind and offers an ergonomic writing experience at every height. • The revolutionary Union & Scale Sit-Stand Micro Movement Desk combines advanced micro movement technology with ergonomic design to boost productivity, reduce fatigue and improve overall well-being. • The TRU RED Anti-Fatigue Balance Board pairs with standing desks to introduce dynamic movement and reduce discomfort. Our entire assortment of Staples-brand items is tested to ensure high-quality performance and come with satisfaction guaranteed. CUSTOM PRINT INVESTMENT Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry. StaplesAdvantage.com features some of the most robust ordering capabilities and enhancements available today. Our customers find it easy to order their proprietary print items as well as to quickly create new, custom collateral, all from the Print & Marketing Solutions tab on StaplesAdvantage.com. Users can order from the following categories of print products from StaplesAdvantage.com: • Document Printing – Staples provides an easy way to print presentations, flyers, brochures and more through its Document Printing service. With Document Printing you can upload your files and configure documents by choosing your printing and binding options. Your finished project can be delivered (in 3-5 days) or picked up (same day/next day) at any Staples store. • Custom Print – Staples offers a variety of design templates to create custom products such as Business Cards, Envelopes, Stamps and more. You can also upload your own artwork, share the template across your organization and save the design for future reorders. • My Company Print Catalog – By adding Print to your Staples Advantage program, your users can order pre-approved custom proprietary print products (static and variable) that are available in an easy-to-use catalog. This will ensure consistent, high quality print materials for every location. A Staples Print program can help you manage printing from start to finish with editable proofs, shipment tracking, consolidated invoices and more.	*

42	How does your organization stay current with technological advancements in e-commerce and supply chain management?	Our industry-leading size allows us to continually invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster and at lower total cost for Sourcewell participating entities. TECHNOLOGY INVESTMENT Continual technology investment improves order accuracy and delivery efficiency for Sourcewell participating entities. In recent years, we've made a variety of systemic improvements, including automation and robotic picking technology in our fulfillment centers as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions. These investments ensure the highest quality standards for every order. We allocate substantial capital funds every year to pursue similar investments to leverage our asset base, improve our response time and maintain our quality standards. SMARTSIZE PACKAGING™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out SmartSize technology that tailors box sizes to the exact size of the order. In addition to using almost 15% less corrugate, SmartSize™ lessens our use of air pillows by approximately 75%. It not only reduces packaging waste, but also helps optimize the available space of our delivery vehicles by about 20%. ROBOTIC MATERIAL HANDLING SOLUTION Staples developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. Our website experience allows you to not only order product solutions, but also get new ideas and connect with people who do what you do. Staples offers unique features to help you save costs and maintain program compliance. We have the experience, technology and resources to customize a flexible e-commerce solution that's right for you in as little as 30 to 45 days. Sourcewell participating entities will benefit from a robust e-commerce solution that: • Reduces ordering time • Lowers internal ordering costs • Provides comprehensive spend control and management • Works within your existing e-procurement framework • Is scalable to grow with your organization WORLD-CLASS ORDERING WEBSITE With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. STAPLES MOBILE APP No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go. CUSTOMER ANALYTICS DASHBOARD Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved. PARTNER PORTALS Staples has developed a public-facing website that educates prospective and existing customers on their Staples contract details and more: • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Customer	
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Staples offers a full array of sustainability solutions to help Sourcewell participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts will design a program tailored to your goals and our Marketing personnel will help promote it to your employees. Please see Attachment 5 for more details.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ENVIRONMENTAL CERTIFICATIONS ENERGY STAR® CERTIFICATION To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019. ENVIRONMENTAL PRODUCT CERTIFICATIONS Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes: • bluesign® • BPI compostable® • Cradle to Cradle™ (all tiers except basic) • Energy Star® • EPA Design for Environment for Pesticides • EPA Safer Choice • EPA Water Sense • EPEAT™ (all tiers) • EWG verified™ • Fair Trade™ • Food Alliance™ • Forest Stewardship Council® • Green Seal® • Indoor Advantage™ Gold • level® (all tiers) • Made Safe® • Organic • Rainforest Alliance™ • UL EcoLogo® • UL Greenguard® Gold • 20% to 30%+ post-consumer recycled content^ • 30%+ agricultural residue, rapidly renewable, or bio-based content • Rechargeable batteries • Remanufactured electronics or furniture • High-yield ink and toner ^ Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content. ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS • Sustainable Purchasing Leadership Council (SPLC) - This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.

45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (MWBE) and veteran-owned small businesses by purchasing products and services from them. Staples empowers Sourcewell participating entities to connect with small and diverse businesses in two ways: DIVERSITY ONE RESELLER PROGRAM Customers buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is “One to Many” with 14 companies and 35+ certifications, fulfilling many state and local requirements. We’ve formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible. Certification categories can include but are not limited to: • Certified 8(a) Firms • Small Disadvantaged Businesses • Women-Owned Businesses • HUBZone Small Businesses • Veteran-Owned Small Businesses • Service-Disabled Veteran-Owned Small Businesses • Small Businesses • USBLN Network/People with Disabilities Please note Supplier’s Tier One Diversity Program is available to participating entities. Under the Tier One Diversity Program, participating entities may purchase products from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller’s pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller. DIVERSITY TWO PROGRAM We include diverse manufacturers in our product and service sourcing, helping these organizations grow while offering our customers a wide selection of high-quality goods. Today, Staples has 50+ diverse manufacturers and has 3,500+ diverse SKUs in our assortment. We can work with customers to find the right vendors to fulfill their needs, with quality products flagged online and auto-substitution options. Sourcewell participating entities will benefit from: • A wide selection of high-quality products easily identified by symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from the Staples Account Manager, who will identify opportunities to utilize these product groups and report on the participating entity’s progress	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Staples is committed to helping our customers get more done every day. That’s why we make finding, buying and delivering the right products and solutions faster and easier. You can rely on expertise that helps you make smarter purchasing decisions. • Unmatched Experience – Staples has been supporting and servicing the public sector through the unique requirements and needs of our Government & Education customers for over 30 years. We have dedicated Government & Education Cooperative specialists with an average of 27 years of experience. • The Right Solutions – Sourcewell can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government & Education verticals that include offices, common areas, breakrooms & teacher lounges, classrooms, custodial, building & grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more. • Financial Strength – Our leading financial position allows us to continually invest in our business and provides Sourcewell with the confidence of working with a strong and stable supplier. • Expert Support – Staples is at your side with experts in product selection, fulfillment, customer service and account management. We have a segmented sales and support organization dedicated only to Government & Education customers. • Fast Delivery – Reliable next-business-day delivery on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers. • Easy Online Ordering – Easy search and order, self-service options and hassle-free returns. Plus, budgeting and spend management tools. And, we have experience integrating with over 150 third-party purchasing platforms. • Recognized Customer Call Centers – Exceeding customer expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call. • Supplier Diversity Programs – Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a “One to Many” solution, fulfilling many state and local requirements. • Corporate Responsibility – We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community. • Incentives & Recognition – Staples Promotional Products’ incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we can recommend methods that save money as well. We can offer participating entities multiple economical options to meet their requirements. With Staples, our focus is our customers’ Worklife needs. Sourcewell participating entities can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture. • Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech – Tech products to keep your teams connected and productive — whether they’re at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization’s needs. • Union & Scale – Furniture and decor that work together in perfect harmony. There’s a collection for every style and work style.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	Staples expressly warrants that it will provide Sourcewell participating entities with pass-through of all manufacturers' warranties for all office products sold to Sourcewell participating entities. Staples expressly warrants that all TRU RED, Perk, NXT Technologies, Union & Scale, Coastwide Professional, or Staples branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Staples' samples, if any. GENERAL WARRANTY DISCLAIMER These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims all other warranties, express or implied, including, without limitation, any warranties of title, non-infringement, merchantability and/or fitness for a particular purpose. SERVICES WARRANTY Staples warrants that for a period of one year from performance, the services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Sourcewell participating entities. CUSTOM-IMPRINTED PRODUCTS Prior to Staples' production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of a participating entity (hereinafter "Print Products"), Staples shall submit to the participating entity samples or an appropriate proof of each item, for the participating entity's written approval of the Print Products. Participating entity agrees to promptly review any items submitted to participating entity for approval under this section. Staples warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Staples, are discovered by the participating entity, participating entity's sole and exclusive remedy shall be, at Staples' sole election, for Staples to replace the defective Print Product at Staples' expense or to credit participating entity's account for the net amount actually paid by participating entity to Staples for the applicable Print Product, provided that Staples is reasonably certain that the warranty claim is valid and was not caused by participating entity. The following terms apply when Sourcewell participating entities provide content for Staples to reproduce: Participating Entity Warranty. Sourcewell participating entity represents and warrants that it owns or has the right and license to use, adapt and reproduce participating entity's property. Participating entity represents and warrants that participating entity property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Participating entity grants to Staples a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate participating entity property solely in connection with Staples' obligations hereunder. Staples acknowledges that, as between Staples and participating entity, participating entity owns, controls and shall retain all ownership rights in and to participating entity property. All proprietary rights and goodwill in the participating entity property shall inure to the benefit of participating entity and not Staples. Staples shall acquire no intellectual property rights in the participating entity property by reason of its use thereof, and if, by operation of law, or otherwise, Staples is deemed to, or appears to, own any intellectual property in the participating entity property, Staples shall, at participating entity's request, execute any and all documents necessary to confirm or otherwise establish participating entity's rights therein. Participating entity acknowledges that, as between Staples and participating entity, Staples owns, controls and shall retain all ownership rights in and to Staples' proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Staples. Participating entity property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements or language contained in or on any print or electronic content or materials provided to Staples by participating entity in connection with Staples' performance hereunder. To the extent permitted by applicable law, participating entity shall indemnify, defend and hold harmless Staples for any third-party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) participating entity's breach of participating entity's warranty related to participating entity property; or (ii) Staples' use of participating entity property in accordance with the specifications provided by participating entity.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 47 above.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties for service or repair vary by manufacturer and are shared at the time of scheduling.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii, U.S. territories and Canada should they be included in a resulting contract.	*

51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 47 for more details. *
52	What are your proposed exchange and return programs and policies?	If for any reason a Sourcewell participating entity is not completely satisfied with a product purchased from Staples, they may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. At any time, Sourcewell participating entities can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Their delivery driver will pick up the returned item, so no shipping expense is required from them. Credit for returned items is issued once the items are received at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items. RETURN PERIODS BY PRODUCT • Office Supplies, School Supplies and Facilities Supplies – 30 Days • Software (unopened)* – 30 Days (opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software) • Technology Items and Business Machines – 14 Days • Furniture – 14 Days after delivery • Promotional Products - Not returnable unless damaged/defective (within 48 hours) • Non-Stock Products – Not returnable unless damaged/defective (within 30 days) • Custom-Imprinted Products – Not returnable unless damaged/defective FACILITY SUPPLIES & EQUIPMENT We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions. FURNITURE If for any reason a Sourcewell participating entity isn't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, they may request to return it within 14 days of its delivery. Sourcewell participating entities can contact their Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective. PRINT & MARKETING SERVICES Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating entities throughout the design and proofing process to ensure print products match the exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. * PROMOTIONAL PRODUCTS Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to the account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. TECHNOLOGY PRODUCTS Subject to Staples Technology Solutions Return Policy (https://sts.staples.com/returns.html) and further subject to manufacturer or wholesaler return policies and restrictions, Staples will accept returns of (a) stocked Technology Products (excluding hardware items) in salable condition up to thirty (30) calendar days after receipt by Buyer; and (b) hardware items up to fourteen (14) calendar days after receipt by Buyer. Technology Product must be returned with complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts, promotional items, and a copy of the packing slip. Return of Technology Products which are (a) custom, or (b) sourced specifically at Buyer request, are subject to Seller approval. DAMAGED/DEFECTIVE ITEMS Please call our Customer Service team to return damaged or defective products. The Sourcewell participating entity account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues. IMPORTANT NOTES ABOUT ALL RETURNS • Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit. • Calendars cannot be returned after January 31 of the year to which they correspond. • For health and safety reasons, food, beverages, first aid and medical products cannot be returned. • For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging. • Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return. • Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product. • Additional charges may be incurred for the shipping and handling of products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is the customer's responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.

53	Describe any service contract options for the items included in your proposal.	Staples offers a number of lease/service agreement options to meet Sourcewell participating entities' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell entity: Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease if the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer. Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser. Ware Wash: This program utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples. Dispensers: Staples will review dispenser requirements for each participating entity to determine any associated costs. In many cases, manufacturers are willing to offer no-charge or reduced cost dispensers with a commitment to order refill products.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell. Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via: • Company check • Automated Clearing House (ACH) with notifications via email or EDI • Electronic Funds Transfer (EFT) Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be include in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other workplace essential supplies. Additionally, there is pricing for services and manufactured items like promotional products and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.	*

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Staples proposes the following pricing structure: Core List. The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating entities. Prices for Core List items provided under this contract are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract in effect. Staples may request a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items. The prices for Premium Products may be updated quarterly each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and deviated products that participating entities purchase from Staples. "Deviated Items" means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell. Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected participating entities to identify alternative products to mitigate the impact of the foregoing where possible. Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent. Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples. Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items or as otherwise quoted at the time of purchase. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in Section 4 of the Master Purchase Agreement. Sourced Products. Participating entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering entity. Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories: • Exhibit 1 – Core List Pricing • Exhibit 2 – Print Services • Exhibit 3 – Staples Promotional Products • Exhibit 4 – Staples Technology Solutions Tier One Diversity Program. Staples' Tier One Diversity Reseller Program is available to Sourcewell participating entities. Under the Tier One Diversity Reseller Program, participating entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcewell participating entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	*

61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcewell and its participating entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcewell participating entities product needs quickly and at the lowest possible cost. The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: furniture, facility solutions, technology or water/coffee dispensers or programs, etc. which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating entity. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: • Orders not meeting the minimum order requirements • Furniture unpacking or assembly • Stair carry for upper floor inside deliveries (lack of freight elevator or access to same) • Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Manufacturer fees • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals • Or as otherwise indicated on our website at the time of purchase Surcharges are calculated on a per-order basis. Freight will be listed as a line-item charge for all Staples Promotional Products orders.	*

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska. Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of $200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor. Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

65	Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.	Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of approximately 20,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include: • AP certified non-toxic • Bluesign certified clothing product • BPI compostable • Cradle to Cradle certified • EcoLogo certified • ENERGY STAR qualified • EPA Comprehensive Procurement Guidelines • EPA Design for the Environment (DfE) for Pesticides registered • EPA Safer Choice registered • EPA WaterSense certified • EPEAT qualified • EWG verified • Fair Trade certified • Food Alliance certified • Forest Stewardship Council (FSC) certified • GREENGUARD certified • Green Seal certified • Indoor Advantage certified • Level certified • Made by a Certified B Corporation • Made Safe certified • PMA non-toxic • Rainforest Alliance certified • Roundtable on Sustainable Palm Oil (RSPO) certified • Sustainable Forestry Initiative (SFI) certified • USDA Certified Biobased Product • USDA Organic We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications. PACKAGING OPTIMIZATION To help reduce waste at participating entities' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive intact. • SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. • Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste. • Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems. Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers. PACKAGE PROTECTION Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows: • Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required • Can be re-used • Can be deflated prior to disposal, reducing original volume by over 90% • Can be recycled when given to the delivery driver or sent back when making a return • May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic • Provide high BTU energy contents in municipal incineration

66	Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.	Staples offers Sourcewell participating entities a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or a participating entity may speak with their Account Manager for more details on our programs. • Ink & Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with their delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com. • Technology – We offer low-cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. Sourcewell participating entities can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices. • Lamps, Ballasts & Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with their goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling. • Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.

67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service. DESKTOP & PREMIUM DELIVERY OPTIONS As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. SAME-DAY DELIVERIES Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs BUY ONLINE, PICK UP IN STORE Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker. PRINT TO STORE Participating entities can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for Sourcewell participating entities' printing needs. Print to Store bills directly to their Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for their remote and traveling employees. Participating entities can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location. STAPLES PROMOTIONAL PRODUCTS Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. We are currently seeking certification for zero waste to landfill status.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Staples will create internal metrics to measure growth and success of the contract which include reporting and analysis of the increased number of participating entities utilizing the contract, category sales for participating entities, sales and number of orders by participating entity, and year over year sales growth for the contract. Additionally, success metrics can be mutually established and measured in scheduled quarterly strategy meetings between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to elevating our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.

69	If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.	Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk. ANNUAL VENDOR REVIEWS We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality. PAPER & WOOD-BASED PRODUCT SOURCING POLICY We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas: • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers PROGRAMS & PARTNERSHIPS We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue. PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes: • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. MONITORING PRODUCT QUALITY On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods: • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating entities. We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.	

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.	*
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.	*
73	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales. Net Sales: The gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel. Market Priced Items: Cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

74	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	From business essentials to facility supplies, custom print to furniture, Staples offers an unmatched selection of products and services, saving Sourcewell participating entities the time and expense of dealing with multiple vendors. With free next-day delivery available for hundreds of thousands of products on our e-commerce site, Staples is ready to help Sourcewell participating entities get more done every day. Our industry-leading breadth and depth of solutions includes: INNOVATIVE PRODUCT SOLUTIONS With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture: • Tru Red – Thoughtfully designed business essentials to help Sourcewell participating entities work, create and innovate better. Quality tested and engineered to last. • Staples Tech – Tech products to keep teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions – An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit Sourcewell participating entities' needs. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. We've simplified our product assortment to focus on the right choices for business versus every product out there. So, it will be easier to get exactly what Sourcewell participating entities need. • Business Essentials: Staples will fulfill the essentials for teams to be more productive, organized and inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products. • Facility Solutions: As one of the largest providers of cleaning and janitorial supplies in the country, we offer over 5,000 in-stock professional-grade products from top brands including Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid and our top-selling brand, Coastwide Professional. Plus, our team of GBAC-certified facility experts, and are skilled at identifying cost and labor-saving opportunities through no-charge site assessment. We also offer dispenser installation and removal of old units. • Furniture Solutions: As the best provider of office seating and furniture solutions, offering a diverse selection of commercial-grade seating, desks, tables, and storage solutions sourced from over 100 reputable manufacturers, including Allsteel, HON, Global, and National. • Print & Marketing Services: Customize everything from business cards to trade show banners, all in one place. Easily manage and streamline their assets across multiple locations with our seamless online experience or utilize our experts to get the job done. We help Sourcewell participating entities handle it all, from design to delivery, quality guaranteed. No matter the industry, scale, or complexity of their printing requirements, Staples Business Advantage combines high quality and expertise with speed, excellence, and minimal hassle. Plus, free delivery and no minimum required. • Technology Solutions: Staples is a one-stop shop for all their tech needs, we stock top-of-the-line products and accessories including computers, keyboards, mice, headsets, monitors, chargers and more. Get it fast with next day delivery available to 98% of the US. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide. • Breakroom Solutions: Staples offers over 2,000 breakroom products. Everything from coffee and coffee programs, water and snacks to cups, bowls, cutlery, and appliances. We also offer the best water filtration units in the industry-plus fast delivery, free installation, ongoing maintenance, filter changes, and repairs from our vetted experts. • Mailroom & Shipping Supplies: Sourcewell participating entities can depend on Staples to have a huge selection of the best brands in business, mailroom and shipping supplies. We can help them get the job done right — every time. • Promotional Products: With more than 700,000 products plus well-cultivated relationships with a global supply network, Staples will help Sourcewell participating entities create unique branded solutions.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell participating entities to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, furniture, print, promotional products, technology and more. Some of our subcategories include: OFFICE SUPPLIES • Writing Supplies • Folders & Filing • Business Essentials • Calendars & Planners • Ink & Toner • Notebooks & Notepads • Office Basics • Binders & Accessories • Desk Organizers & Accessories • Storage & Organization • Stamps & Pads • Bags & Backpacks PAPER • Copy Paper • Stationery & Invitations • Journals & Diaries • Loose Leaf & Graph Paper • Envelopes • Resume & Fine Business Papers • Post-it® & Sticky Notes • Index Cards • POS Paper Rolls for Printing Receipts • Business & Loyalty Cards • Calendars & Planners • Forms FACILITY MAINTENANCE • Paper Towels • Toilet Paper

		• Can Liners • Dilution Control Chemicals • Safety Supplies • Air Fresheners & Deodorizers • Floor Care • Waste Receptacles • Cleaning Chemicals & Wipes • Dispensers & Restroom Equipment • Hand Soaps & Sanitizers • Cleaning Tools BREAKROOM • Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters • Snacks & Food • Water & Beverages • Plates, Cups, Napkins & Cutlery • Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers • Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables PRINT & MARKETING • Document Printing • Marketing Materials • Signs, Banners & Posters • Business Cards • Labels & Stickers • Stamps & Embossers • Stationery • Cards & Invitations • Forms PROMOTIONAL PRODUCTS • Men's and Women's Apparel • Unisex Apparel • Youth Apparel • Apparel Accessories • Headwear • Bags and Coolers • Travel • Drinkware • Home Goods • Tech • Food and Drink • Health and Wellness • Events and Tradeshows • Awards and Recognition • Office Essentials • Pens & Writing Instruments • Outdoor and Leisure • Auto and Tools • Toys and Games • Pet Products • Gifts TECHNOLOGY PRODUCTS • Audio, Headsets & Microphones & Speakers • AV Furniture, Power Devices, Batteries & Carts • Bar Code Scanners • Consumer Electronics Accessories • Desktops • Displays, Monitors & Lage Format Displays • Input Devices • Memory • Networking, Network Devices & Accessories • Notebooks • Output Devices • Point of Sale Equipment • Printer Consumables • Printers & Scanners • Single/Multifunction & Office Machines • Projectors • Servers • Software & Licensing • Storage Devices • Tablets & eBook Readers • Tech Services, Configuration, Tech Recycling, Chrome Services • Telephones Video & Audio Conferencing • Televisions & Flat Panels • UPS & Power Devices • Video Game Consoles & Accessories • Warranties • Workstations	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

76	Display item description, catalog price, contract price, and photo (if applicable)	(•) Yes ( ) No	StaplesAdvantage.com displays item description, photos and the participating entities' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.	*
77	Enhanced catalog content (stock, availability, ship/delivery date, product reviews, filters, comparables, etc.)	(•) Yes ( ) No	Users on StaplesAdvantage.com can confirm that an item will be delivered the next business day by checking the delivery icons on search results and product pages, as well as in the cart. These clear indicators for every item provide the expected delivery date information so that users can confirm if an urgent item will get there on time and can plan for the arrival of a large order or item. Our e-commerce site allows Sourcewell participating entities to search by keyword or item number for a summary of categories and top-ranking items that match their criteria. They can narrow results by category, brand or their recently purchased items. Advanced search with auto-suggest terms allows end users to find what they want fast and the ability to add to their cart from search to save time. StaplesAdvantage.com provides product reviews on the product page to give our customers an opportunity to rate, comment and share images on products they have purchased. Other consumers can read these when making a purchase decision. Staples customers can compare various product features based on customer reviews before they narrow down their choice to the most favorable one. In addition, users can also compare similar products, by selecting two or more items to compare and clicking the compare button.	*
78	Order tracking and order history	(•) Yes ( ) No	Sourcewell participating entities can view details on all orders placed in the past 90 days, track their orders and view proof of delivery. Our package tracking is updated based on carrier event scans, and we identify which items are in each box in a shipment, so their employees know exactly what products are coming and when. Recent orders in progress will display on your home page or click on Orders to view, search, track, reorder and return from your Order History. "Your Orders" allow users to view full tracking history, see the number of items and boxes for delivery, reorder or even make a return.	*
79	Customized agency portal or punchout	(•) Yes ( ) No	Sourcewell participating entities can customize their platform with special instructions and messages to keep users in program compliance.	*
80	Agency preferred products listing	(•) Yes ( ) No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain a participating entity's own message. For example, individual participating entities can opt for it to display (Entity) "Contract Item" instead of "On Contract." This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Participating entities can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.	*
81	Agency blocked item removal	(•) Yes ( ) No	Upon mutual agreement between the participating entity and Staples.	
82	Multiple ship-to locations	(•) Yes ( ) No	User and Location Management allows participating entities to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.	
83	Display of eco-label or green certifications or attributes	(•) Yes ( ) No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.	

84	Search by eco-label or green certifications or attributes	(•) Yes ( ) No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
85	Tiered approvals	(•) Yes ( ) No	Participating entities can establish spending limits and approval routing to track account expenditures by user and department.
86	Help function	(•) Yes ( ) No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
87	Live chat	(•) Yes ( ) No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
88	Integration with agency eProcurement/ERP platforms	(•) Yes ( ) No	Staples has experience integrating with over 150 third-party purchasing platforms.
89	AI-driven recommendations for product substitutions, savings opportunities, and frequently ordered items	(•) Yes ( ) No	Staples uses algorithms based on purchase behavior which are not currently AI-driven. Product Substitutions: In our efforts to continually improve service and reduce costs, the Staples Account Managers will work with Sourcewell participating entities to identify items that are crucial to their organization for which they might want to designate an appropriate back-up item. Approving alternate products available on high-use and/or critical items ensures that we're able to meet Sourcewell participating entities' business needs for specific products in a timely fashion. Savings Opportunities: If a quality, lower-cost alternative is available, it will display on the ordering page. Sourcewell participating entities will have the option to purchase the alternative item or continue with their initial selection. Search Features: You can utilize the Search box at the top of most StaplesAdvantage.com pages to search for products by keywords or part numbers. Search results can be filtered by category, product type (i.e. recycled products, Minority or Women-Owned Enterprise products), product attributes (i.e. size, color as well as others which vary by type of product), brand or products previously ordered. Shopping Lists: Sourcewell participating entities can create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. They can easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 90. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below**.** The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract**.**

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
All	Please see attached redline.	Per Addendum 3 dated June 6, 2024, Staples has provided our redline to the sample Sourcewell Contract Template in the Additional Documents section of the Sourcewell Procurement Portal.

Documents

Ensure your submission document(s) conforms to the following:

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Office Supply RFP 070924 Thu June 6 2024 03:25 PM	☑	1
Addendum_2_Office_Supply_RFP_070924 Mon May 20 2024 06:39 PM	☑	1
Addendum 1 Office Supply RFP 070924 Thu May 16 2024 02:19 PM	☑	1

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: OMNIA Partners

Vendor: Amazon Business

Contract #: LS4679

Solicitation #: TR24-8

Contract Effective Date: 05/06/25

Contract Expiration: 05/05/2030

Specify the purchase details:

Amount: $300,000.00 per FY.

Vendor: Amazon Business

Written justification/description of purchase:

The City will utilize the Amazon Business portal to leverage discounted pricing and terms to various materials, supplies, and equipment as covered under co-op agreement #LS4679. Special terms and conditions include being able to source locally on applicable purchases, discounted or free and fast shipping, opportunities to earn rebates on eligible purchases, establishing workflow rules, and specifying allowable categorical purchases.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature:

Date:

Name/Title:

Purchasing:

06/04/2025

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: Sourcewell **Vendor:** Staples LLC

Contract #: 070924-SCC **Solicitation #:** 070924

Contract Effective Date: 02/03/25 **Contract Expiration:** 02/02/2029

Specify the purchase details:

Amount: $400,000.00 per FY. **Vendor:** Staples LLC

Written justification/description of purchase:

The City will utilize Staples to leverage competitive pricing, terms, and conditions on office supplies, janitorial supplies, and other as-needed materials, supplies, or equipment. The cooperative agreement covers a range of goods including, but not limited to, paper, toner, office furniture, and other office supplies.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff: **Purchasing:**

Signature:

Date: 06/04/2025

Name/Title:

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER REJECTION OF ALL BIDS RECEIVED FOR INVITATION FOR BIDS ("IFB") 25-10 PW1795 MILLS PARK BUILDING RENOVATIONS AND AUTHORIZE STAFF TO READVERTISE (CITY COUNCIL)

I. SUMMARY

The City's Municipal Code ("CMC") Section 2612(2)(i) authorizes the awarding authority to reject any and all bids received as a result of the City's formal bidding process. Similarly, the California Public Contract Code ("PCC") Section 22038 also grants awarding agencies this discretion to reject any bids presented. Staff issued IFB 25-10 for PW1795 Mills Park Building Renovations on April 24, 2025 and recorded all sealed responses received on May 22, 2025 at 5:00 PM. A total of five (5) responses were received and recorded in response to this solicitation ranging from $5,477,174.00 to $7,322,912.75. Upon evaluating the bids received, Staff were unable to determine an award that met the necessary requirements outlined within the IFB document. Due to these material discrepancies, Staff are requesting the City Council authorize rejection of all bids received in response to IFB 25-10 and to authorize Staff to readvertise at a later date.

II. RECOMMENDATION

1. REJECT all bids received for IFB 25-10 PW1795 Mills Park Building Renovations and AUTHORIZE staff to readvertise.

III. ALTERNATIVES

1. TAKE another action the Council deems appropriate.

IV. BACKGROUND

Staff issued IFB 25-10 on April 24, 2025 for the construction project referenced as PW1795 Mills Park Building Renovations. The project scope involved, but not limited to, expanding the recreational building by approximately 1,400 square feet to provide additional office space, public restrooms, and facility storage. The scope also includes a range of facade improvements, interior improvements including flooring, kitchen renovations, restroom modifications, enhancing the park walkways, and replacing the wading pool with a splash pad water feature. Throughout the bidding process, the Purchasing Division and Engineering Division conducted an optional job walk opportunity on May 6, 2025 at 10:00AM affording interested bidders the opportunity to visit the site location to better understand the scope of work. . As stated within the Bid Packet (attached as Exhibit 1), the City reserves the right to be the sole judge of the responses received for the purpose of determining the lowest responsive and responsible bidder. Furthermore, the City also reserves the right to waive any irregularities that are non-material in nature and the agency reserves the discretion to reject or accept the bid, as allowed by California jurisprudence. However, bids that are materially non-responsive must be rejected. Material discrepancies are variances that impact pricing or afford a contractor an unfair competitive advantage such as was the case in Valley Crest Landscape, Inc. v. City of Davis, 41 Cal. App. 4th 1432 (1996) where the decision ruled that a bidder with a material discrepancy such as failure to complete a Bid Schedule has the unfair competitive advantage of being afforded the ability to withdraw its bid without forfeiting its bid bond. See also DeSilva Gates Constr., LP v. Dep't of Transportation, 242 Cal. App. 4th 1409 (2015).

On May 22, 2025 at 5:00PM, bids were opened and the following responses were received:

Company Name	Bid Amount
Builders United	$5,477,174.00
Armstrong Cal Builders Inc.	$5,563,471.50
Solex Construction Inc.	$5,843,404.57
New Creation Builders	$6,792,369.76
Loghmani & Associates Inc.	$7,322,912.75

After careful review of the responses received, Staff determined a common material discrepancy between the three (3) apparent lowest bidders. The apparent low bidder, Builders United at $5,477,174.00, failed to submit a completed Bid Schedule document, and made substitution to the bid forms required by all bidders. Furthermore, the submission was largely ineligible to the evaluation committee due to this substitution. As stated in the City's Bid Packet (attached as Exhibit 1), Instructions for Bidders #6 (page 9): "Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms nor make substitutions thereon," and furthermore in #7 (page 9): "Unauthorized conditions, limitations, exclusions or provisions attached to a Bid will render it nonresponsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms, nor make substitutions thereon." Additionally, Staff have determined the discrepancy to be of material nature as the Bid Schedule is the firm price offer that bidders extend to the City for the outlined scope of work. The totals within the Bid Schedule also determine the fixed dollar amount for the required bonds, which are generally a percentage of the total Base Bid Amount. Due to the substitution of the Bid Schedule form included in Builders United's submission, there exists a material discrepancy that gives the vendor an unfair advantage to other bidders. As such, Staff are requesting the City Council authorize the rejection of the apparent lowest bidder.

The second apparent lowest bidder, Armstrong Cal Builders Inc. at $5,563,471.50, failed to submit an executed Bid Schedule. Failure to sign the Bid Schedule form invalidates the totals included in the Bid Schedule submission as, again, the Bid Schedule is the firm price offer that bidders extend to the City for the outlined scope of work. Staff determined this discrepancy to be also of material nature and are hereby requesting the City Council authorize the rejection of the second apparent lowest bidder.

The third apparent lowest bidder, Solex Construction Inc. at $5,843,404.57, failed to complete the Bid Schedule form and instead submitted an entirely blank form document. Similar to the apparent lowest bidder and second apparent lowest bidder, Staff determined this discrepancy to be also of material nature and are hereby requesting the City Council to authorize the rejection of the third apparent lowest bidder.

The remaining two bidders for which a thorough bid tabulation was not conducted due to the bid amounts, New Creation Builders at $6,792,369.76 and Loghmani & Associates Inc. At $7,322,912.75, both resulted in bid amounts that are far beyond the resources currently allocated toward this project as well as the Engineer's Estimate identified, and thus, would not be a reasonable award for the City. Staff are now requesting the City Council to reject all bids received in response to IFB 25-10 and to authorize Staff to resolicit with modification to the City's bid packet to place emphasis on the requirements for bid forms to be complete, legible, and fully-executed.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. IFB 25-10 - Bid Packet

2. Builders United - Bid Schedule

3. Armstrong Cal Builders Inc. - Bid Schedule

4. Solex Construction Inc. - Bid Schedule

Attachments

IFB 25-10 Addendum 2 - Bid Packet.pdf
EXHIBIT 2.pdf
Exhibit 3.pdf
EXHIBIT 4.pdf

CITY OF CARSON

LOS ANGELES COUNTY, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

PROJECT NO.: 1795
Mills Park Bldg Renovations

IFB-25-10

Bids must be submitted electronically using PLANETBIDS by **5:00 PM** **on** **5/22/2025**

CITY OF CARSON

LOS ANGELES COUNTY, CALIFORNIA

BID DOCUMENTS
CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS

FOR

PROJECT NO.: 1795
Mills Park Bldg Renovations

IFB-25-10

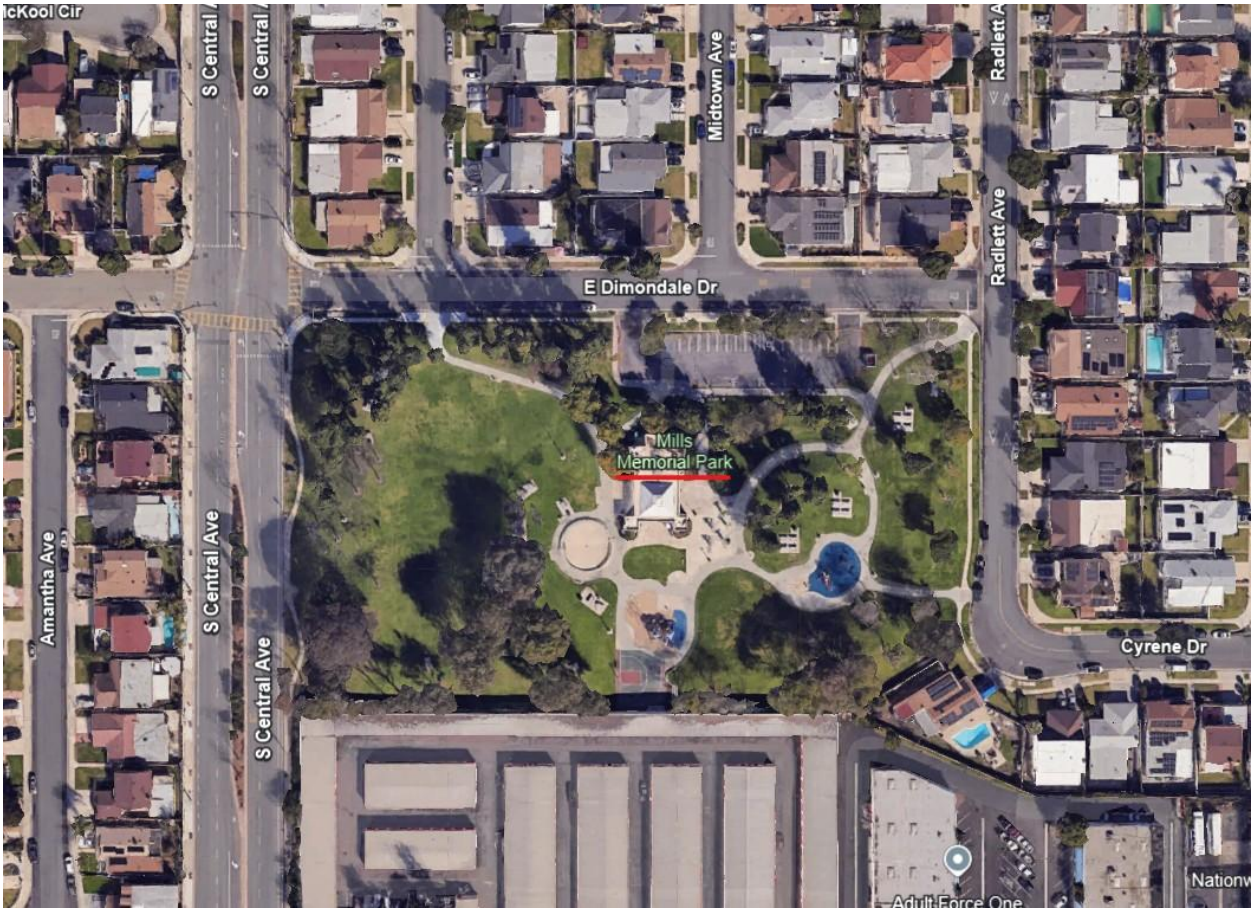
Prepared by
BOA Architecture
Public Works Department

Gilbert Marquez, P.E., **City Engineer**	**C -58567**	**DATE 04/24/2025**

GENERAL DESCRIPTION OF WORK:
Mills Park is approximately 4.45 acres (195,000 sq.ft) centrally located in the City of Carson. The park is surrounded by single family dwellings.

The project scope involves but not limited to, expanding the building by approx. 1,400 sq.ft., to provide more office space, public restrooms and additional internal storage. (Façade Improvements. Interior Improvements including flooring, kitchen renovations, restroom modifications, office expansion), walkway enhancements and the project will also remove the old wading pool to be replaced with a splash pad water feature.

LOCATION MAP PROJECT NO.: 1795
Mills Park Bldg Renovations



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(PROJECT DRAWINGS – Not Numbered)

CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA 90745

INVITATION FOR BIDS

FOR PROJECT NO. 1795
Mills Park Bldg Renovations
IFB 25-10

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive sealed bids for:

PROJECT NO.: **1795**
TITLE: **Mills Park Bldg Renovations**

BIDS MUST BE SUBMITTED ELECTRONICALLY USING PLANETBIDS. TO ACCESS AND REGISTER FOR THIS BID, PLEASE VISIT
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

Optional Pre-Bid Conference/Job Walk: .....5/6/2025 | 10:00 AM
Prospective Contractor Questions Due: .....5/8/2025 | 10:00 AM
Bids Due:.....5/22/2025 | 5:00 PM

BID RESULTS: At the time designated for receiving sealed bids on said project, the bids will be publicly opened and read aloud at the Office of the City Clerk, City Hall, 701 East Carson Street, Carson, California 90745.

OBTAINING BID AND CONTRACT DOCUMENTS: Plans and Specifications are available on PlanetBids at https://pbsystem.planetbids.com/portal/32461/portal-home.

BID GUARANTY: Bids must be accompanied by cash, or by cashier's or certified check made payable to the City of Carson, or by a **bid bond** executed by an admitted surety insurer on the bond form provided herein, in the amount not less than **ten percent (10%)** of the total bid submitted, made payable to the City of Carson as a guarantee that the bidder, whose bid is accepted, will promptly execute the contract, secure payment of workers' compensation insurance, and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a payment bond (labor and material bond) in the amount of one hundred percent (100%) of the total bid price which complies with all of the requirements of Civil Code Section 9554.

LIQUIDATED DAMAGES: Liquidated damages of $3,000 per calendar day will apply to this project. See Special Provisions for detailed information on liquidated damages.

RETENTION: The City will deduct a five percent (5%) retention from all progress payments as specified in Section 7-3 of the Standard Specifications for Public Works Construction. The City in accordance with Public Contract Code Section 22300 shall permit the substitution of securities for

any moneys withheld by a public agency to ensure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Sect. 22300.

The Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the Owner to insure performance under the contract. Such security shall be deposited with the Owner or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the Owner's Attorney.

STATE LABOR STANDARDS, WAGE, AND CONTRACTOR REGISTRATION REQUIREMENTS; FEDERAL PREVAILING WAGE: Contractor shall comply with the requirements of SB 854. SB 854 requires all contractors bidding on public works projects to register with the DIR and to pay an annual fee. SB 854 requires that contractors and subcontractors must register in order to submit a bid and be awarded a contract. Bidders are advised that this Contract is a public work for purpose of the California Labor Code, which requires payment of prevailing wages. In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor and all subcontractors agree to follow the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm). The prevailing rate of per diem wages are on file at the City of Carson, Department of Public Works – Engineering, 701 E. Carson Street, Carson, California 90745, and are available to any interested party on request. The project is subject to compliance monitoring by the Department of Industrial Relations.

Contractor shall also cause a copy of the determination of the DIR Director of the prevailing rate of per diem wages to be posted at each job site.

This project is partially funded with federal funds. As such, all contracts including those with subcontractors, entered into pursuant to this notice shall comply with the Davis-Bacon Fair Labor Standards Act (40 U.S.C. Section 3141 *et seq*), and the implementation regulations issued pursuant thereto (29 C.F.R. Section 1, 3, and 5) and any amendments thereof. In the event there is a conflict between the amount of prevailing wages to be paid between state and federal laws, the contractor and all subcontractors shall pay not less than the higher wage rate.

EMPLOYMENT OF APPRENTICES: Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning employment of apprentices by the Contractor, or any Subcontractor under the Contractor. The Contractor, and any Subcontractor under the Contractor, shall comply with the requirements of said sections in the employment of apprentices;

however, the Contractor shall have full responsibility for compliance with said Labor Code sections for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

AWARD OF CONTRACT: Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business &Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded).

SUBCONTRACTOR'S LIST: Bidder understands that if he or she fails to specify a subcontractor for any portion of the work to be performed under the contract, he or she shall be deemed to have agreed to perform such portion himself and that he or she shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity. In compliance with the provisions of Section 4100 through 4113 of the Public Contract Code of the State of the California and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, the undersigned bidder has set forth on the form provided therefor, the name and location of the place of business of each subcontractor, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, who will perform work or labor or render services to the prime contractor, in or about the construction of or improvements to be performed, under the contract documents to which the attached bid is responsive including special fabrication and installation, and the portion of the work which will be done by each subcontractor for each subcontract in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or, in the case of bids or offers for the construction of city parks and city facilities, in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or $10,000, whichever is greater. Additionally, once a subcontractor has been listed in the bid, another subcontractor may not be substituted unless the appropriate statutory procedure is followed and the City consents to the substitution, or as otherwise allowed under law.

CONTRACTOR'S LICENSE: At the time of "Award of the Contract", the Prime Contractor must have a valid California State Contractor's License with a classification of **"B"** in accordance with provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and the Prime Contractor shall warrant that it and all subcontractors are properly licensed, which includes each entity having a City business license.

CITY'S RIGHTS RESERVED: 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 responsible bidder.

ENHANCED ELECTRICAL SAFETY POLICY: Bidders are advised that all work on this project shall be conducted in compliance with the requirements in the Enhanced Electrical Safety Policy adopted by the City on February 1, 2011, which are included in the Special Provisions, and made part of, the Contract Documents for this project.

PROJECT LABOR AGREEMENT (PLA): To be responsive to this Notice, Bids for this project must be presented taking into account the requirements of the current Project Labor

Agreement in effect for certain projects in the City of Carson which is included in the Special Provisions, and made part of, the Bid and Contract Documents for this project.

All interested bidders are advised that the scope of work or a portion thereof that is the subject of this Invitation for Bids is covered by the City's master Project Labor Agreement ("PLA"). The successful contracting party, and all of its subcontractors, shall have the obligation to comply with all of the terms of the PLA for all portions of the work which are subject to the PLA. A copy of the PLA is attached to the project specifications and incorporated. The successful contracting party, and all of its subcontractors, will be required, as a condition of being awarded an agreement, to deliver an executed letter of assent (as shown in PLA Attachment A) to the City **concurrently with the submittal of its bid** and again **concurrently with execution of any agreement** and prior to the issuance of any notice to proceed. Failure to provide the same shall be grounds for deeming the bid non-responsive and/or for summary termination of any agreement or for award of the agreement to some other bidder.

CARSON ONE-STOP CAREER CENTER: To the greatest extent feasible, the successor contracting party shall endeavor to employ residents of the City of Carson in the construction of the improvements required by the contract. All solicitations for employment arising in whole or in part out of performance of the contract, whether full- or part-time, new or replacement hires, shall be listed with the Carson One Stop Career Center. To list employment opportunities, contact the Carson One-Stop Career Center at (310) 680 -3870 or in person (by appointment only) at 801 E. Carson Street, Suite 117, Carson, CA 90745.

DIVERSION OF RECYCLABLE WASTE MATERIALS: In support of the City's waste reduction and recycling efforts, the selected contractor will be required to divert all Recyclable Waste Materials to appropriate recycling centers rather than area landfills. For purposes of this requirement, Recyclable Waste Materials shall include asphalt, concrete, brick, concrete block and rock. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. All costs incurred for these waste diversion efforts shall be included as part of each Bidder's Total Bid Price.

CAL/OSHA: All bidders shall submit certifications that they have provided all required and necessary safety training to their employees related to the equipment to be utilized and work contemplated as described in this Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates. Bids omitting such certification shall be deemed non-responsive.

BID QUESTIONS: All bid questions shall be submitted online through PlanetBids by the due date and time listed on the Invitation for Bids. The City will coordinate responses and post them to PlanetBids by 5/13/25 for all interested proposers to review. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this Invitation for Bids other than through PlanetBids. Any City response for this IFB that is not posted through PlanetBids is unauthorized and will be considered invalid.

DATED THIS 24TH DAY OF APRIL

JOSILLA TOGIOLA
PURCHASING MANAGER

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INSTRUCTIONS TO BIDDERS

All Bids must be made in accordance with these Instructions to Bidders.

1. AVAILABILITY OF BID DOCUMENTS

Bids must be submitted to the City on the Contract Bid Forms, which are a part of the Bid Package for the Project. Bid Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Invitation for Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Bid Documents. Any applicable charges for the Bid Documents are outlined in the Invitation for Bids.

The City may also make the Bid Documents available for review in one or more plan rooms. Please Note: Prospective bidders who choose to review the Bid Documents in a plan room must contact the City to purchase the required Bid Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF BID DOCUMENTS

The City has made copies of the Bid Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Bid Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF BID DOCUMENTS

Any request for an interpretation or clarification of the Bid Documents must be submitted online through PlanetBids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this IFB other than through PlanetBids. Any City response for this IFB that is not posted through PlanetBids is unauthorized and will be considered invalid. **Any response that the City may choose to make for purposes of interpretation or clarification will be made available online via PlanetBids**. Bidders' inquiries must be received by **10:00 AM on 5/8/2025**. Where such interpretation or clarification requires a change in the Bid Documents, the City will prepare and issue an Addendum to the Bid Documents. The City shall not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents. The bid process and terms and conditions will be in accordance with the Bid Documents herein stated above and the following:

a. Bid Letter & Bidding Schedule(s)
b. Schedule of Bid Items
c. Bidder's Declaration

d. Non-Collusion Affidavit
e. Equal Employment Opportunity Certification
f. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
g. Bid Bond
h. Designation of Subcontractors
i. Construction Project Reference
j. Bidder's Assurance
k. Certificate of Non-Discrimination by Contractors
l. Project Labor Agreement – Letter of Assent
m. Cal/OSHA Certification
n. Addenda(s) (if any issued by the City)

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND JOB WALK

OPTIONAL JOB WALK: 5/6/2025 at 10:00 AM
LOCATION: Mills Park, 1340 E Dimondale Dr, Carson CA 90746
Each prospective bidder is responsible for fully acquainting themselves with the conditions of the Project Site, as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions, which may impact the total and adequate completion of the Project. Each prospective bidder is also responsible for conducting a walkthrough and for removal of any hazards that the City and bidders noticed or observed on the worksite.

Contractor shall monitor weather forecasts for adverse weather conditions that may impact the project and provide site and facilities protection due to unforeseen weather conditions during the course of the contract. Cost of this protection is included in the bid items.

Upon receiving the Notice to Proceed, the Contractor is required to provide proof of order that any long lead items have been ordered. Items that require long lead time shall be those that require 75 days or more to obtain, and determination of which items require long lead times shall be made solely by City. Proof of purchase must include confirmation and expected delivery date.

Electrical Equipment, Mechanical Equipment and other long lead time items, if any, are required to be stored and protected at a location agreed to by the City and the Contractor, to allow delivery confirmation inspection by the City and Project Manager.

5. ADDENDA

The City reserves the right to revise the Bid Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda and posted through PlanetBids. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum later than 72 hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content,

form or manner of submission of bids, the City will extend the deadline for submission of bids by at least 72 hours. Otherwise, the City may determine, in its sole discretion, whether an Addendum requires that the date set for opening bids be postponed.

The announcement of the new date, if any, shall be made by written Addendum and posted through PlanetBids. **Please Note: Bidders are primarily and ultimately responsible for ensuring that they have received any and all Addenda.**

Bidders must acknowledge receipt of all Addenda, if any, in its Bid Letter. Failure to acknowledge receipt of all Addenda may cause its Bid to be deemed incomplete and non- responsive.

6. PREPARATION OF BIDS

Bids shall be prepared only using copies of the Contract Bid Forms provided with the Bid Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted and may result in the Bid being declared non responsive. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Contract Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms nor make substitutions thereon. USE OF INK, OR INDELIBLE PENCIL IS REQUIRED.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid Documents. Each Bid prepared by Bidder shall be complete in itself and shall be submitted electronically through PlanetBids.

Unauthorized conditions, limitations, exclusions or provisions attached to a Bid will render it nonresponsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Contract Bid Forms, nor make substitutions thereon. ORAL, TELEPHONIC AND FACSIMILE BIDS OR MODIFICATIONS WILL NOT BE CONSIDERED.

8. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders will be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it will be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder

in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designation joint venturer or partner on behalf of the joint venture or partnership in its legal name. All signatures on Powers of Attorney must be witnessed by a notary.

9. BID GUARANTEE (BOND)

Each bid shall be accompanied by cash, a certified or cashier's check, bid bond (the bid bond must be submitted on the form included in these Bid Documents) or equivalent substitution in lieu of a bond, as authorized by Code of Civil Procedure Section 995.710, in an amount not less than 10% of the Total Bid Price. Any check, bond, or other substitute must be made payable to the City of Carson and shall be given as a guarantee that the Bidder will enter into the Contract described in the Bid Documents if awarded the work and will provide a satisfactory Performance Bond, Payment Bond, the required insurance certificates and endorsements, and any other certifications as may be required by the Contract. By submitting a bid, each bidder agrees that its failure to enter the Contract if awarded the work or to provide the Bonds and other information or documentation described above would result in damage to the City, and that it would be impracticable or extremely difficult to ascertain the actual amount of that damage. For this reason, each bidder agrees that the City may retain the bid guarantee as liquidated damages if the bidder is awarded the work but fails or refuses to timely enter into the Contract or to provide the Bonds and other information or documentation described above, except as may otherwise be required by California law.

If electing to provide a Bid Bond, as set forth above, each Bidder must obtain such a bond from an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. In addition, the Bid Bond must be submitted on the form furnished by the City, or one substantially in conformance with the City's form if previously approved in writing by the City.

Certified or cashier's checks must be drawn on a solvent state bank or a California branch of a solvent national bank.

After the City has made an award to the successful Bidder, and the Bidder has signed a Contract, submitted the necessary bonds, original insurance certificates and endorsements, and any other certifications as may be required by the Contract, the remaining Bid guarantees shall be returned to each particular bidder if requested by that bidder. If the City rejects all Bids, it will promptly return to all Bidders their Bid guarantees.

10. SUBMISSIONS OF SEALED BIDS

Once the Bid and supporting documents herein have been completed and signed as set forth above, they shall be uploaded, along with the Bid Guarantee and any proposed sketches and brochures or other materials required by these instructions, onto PlanetBids as indicated in the Invitation for Bids. NO ORAL, TELEPHONIC OR FACSIMILE FORMS WILL BE CONSIDERED.

No consideration shall be given by the City to bids received after the date and time set for the opening of bids as provided in the Invitation for Bids except to the extent such date and time are extended via written addenda posted to PlanetBids.

11. DELIVERY, OPENING OF BIDS, DISCREPANCIES IN BIDS

Bids will be received by the City via PlanetBids shown in the Invitation for Bids up to the date and time shown therein. Allow sufficient time to upload your documents. The bid management system will lock at the bid deadline date/time and not accept late bids and no exceptions will be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating that their bid was submitted successfully. It is the Bidder's sole responsibility to ensure that its Bid is received as stipulated. Bids may be submitted earlier than the dates(s) and time(s) indicated. For technical assistance with registering as a vendor, and/or downloading/uploading documents, please contact PlanetBids at (818) 992-1771.

Bids will be opened at the date and time stated in the Invitation for Bids unless such date and time are extended via written addenda posted to PlanetBids, and then reviewed by City. The City reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received where such waiver is in the best interests of the City, and to be the sole judge of the merits of the respective Bids received including for responsiveness and determination of Bidder's responsibility.

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Bid non-responsive and may cause it to be rejected by the City. The bidder shall state alphanumerically the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated alphanumerically as well.

If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone, will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

12. BID DOCUMENTS

All Bids shall include the following executed documents to be submitted with each bid:

- Bid Letter & Bid Schedule(s) - Pages 21-28
- Bidder's Declaration - Pages 30-31
- Non-Collusion Affidavit
- Equal Opportunity Certification - Page 32
- Public Contract Code Section10162 Questionnaire and Sections10232 and 10285.1 Statements - Page 33
- Bid Bond - Page 35
- Designation of Subcontractors - Pages 36-37
- Construction Project Reference - Pages 38-39
- Bidder's Assurance - Page 40

- Certificate of Non-Discrimination by Contractors - Page 41
- Project Labor Agreement Letter of Assent - Page 42
- Cal/OSHA Certification - Page 43
- Any Addenda Issued by the City - Download from PlanetBids

13. WITHDRAWAL OF BID

Electronic Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going to the PlanetBids website and selecting "withdraw". **No bid may be withdrawn after the time set for opening of bids.**

14. AWARD PROCESS / COMPETENCY OF BIDDERS

After the Bids have been opened, they will be checked for accuracy and compliance with all provisions as specified herein.

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 including for responsiveness and determination of Bidder's responsibility.

The award, if made, will be made within **ninety (90) days** after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

Award will be made to the lowest responsive and responsible bidder.

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the plans and specifications. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled **"Construction Project Reference"** bound herein. A bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion.

No bid will be awarded to a Contractor who, at the time of the bid opening and "Award of the Contract," is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code or to a Contractor who has failed to demonstrate the attributes of trustworthiness, quality, fitness, capacity and experience to satisfactorily and fully perform under the public works contract. The Contractor shall include the Contractor's license number, license classification, and license expiration date on the form furnished herein entitled "Construction Project Reference." The licensing requirements for Contractors shall apply also to Subcontractors. In addition, any contractor or subcontractor who is ineligible under Lab C §§1777.1 and 1777.7 is prohibited from working on this Project.

Only manufacturers or contractors of established reputation or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for

servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

15. DESIGNATION OF SUBCONTRACTORS

Pursuant to both state and federal law, the Bidders must designate the name, location of the place of business, the California contractor license number, and the public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code and Title 49, Section 26.11 of the Code of Federal Regulations, of each subcontractor who will perform work or render services for the prime Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform. Bidders must make these designations, as well as any others requested by the City, on the document titled "List of Proposed Subcontractors" which has been included with the Contract Bid Forms. Pursuant to Public Contract Code Section 4104, the City has determined that it will allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information requested by the City about each subcontractor, other than the name, license number, DIR registration number, and location of each subcontractor.

16. LICENSE REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Bid Documents to be non-responsive, and the City shall reject the Bid. The City shall have the right to request, and the Bidders shall provide within five (5) Calendar Days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

17. DISQUALIFICATIONS OF BIDDERS; INTEREST IN MORE THAN ONE BID

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

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future bids. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Invitation for Bids, will disqualify a Bidder.

18. INSURANCE REQUIREMENTS

THE CONTRACTOR IS REQUIRED TO THOROUGHLY REVIEW THE INSURANCE REQUIREMENTS. Variance to the requirements shall be submitted online through PlanetBids by the (RFI) due date and time listed and, as previously described on the Invitation for Bids section of this document. Any changes to the original insurance requirements will be disseminated in an Addendum format as previously described on item 5 of the Invitation for Bids.

Within the time specified in these Instructions to Bidders above, Bidder shall provide the City with four identical counterparts of all required insurance certificates and endorsements as specified in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. All insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VIII, licensed to do business in California, and satisfactory to the City.

19. REQUIRED BIDDER CERTIFICATIONS AND NOTARIZATIONS

Bidders must comply with the following:

A. BIDDER CERTIFICATIONS:
   a. Bid Documents
      i. Bid forms
      ii. Bidder's Declaration
      iii. Equal Opportunity Certification
      iv. Public Contract Code Section 10162 Questionnaire and Sections 10232 and 10285.1 Statements
      v. Construction Project References
      vi. Bidder's Assurance
      vii. Certificate of Non-Discrimination by Contractors
      viii. Project Labor Agreement Letter of Assent
      ix. Cal/OSHA Certification
      x. Addenda (if any issued by the City)
   b. Contract Documents
      i. None

B. BIDDER NOTARIZATIONS
   a. Bid Documents
      i. Non-collusion affidavit (per Public Contract Code Section 7106)
      ii. Bid bond
      iii. Power of Attorney (if any)
   b. Contract Documents
      i. Payment bond
      ii. Performance bond

20. BASIS OF AWARD; BALANCED BIDS

The City reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, the City may reject any Bid which, in its opinion when compared to other bids

received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. Each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses, which will be incurred by the Bidder. The City may reject as non-responsive any bid, which unevenly weighs or allocates overhead and profit to one or more particular bid items.

21. FILING OF BID PROTESTS

Bidders may file a "protest" of a contract award in accordance with City of Carson Municipal Code Article II, Chapter 6, Section 2613.

22. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in these Instructions to Bidders above, the Bidder to whom a Contract is awarded shall deliver to the City **three** identical counterparts of the Performance Bond and Payment Bond in the form supplied by the City and included in the Bid Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City.

The Performance Bond shall be for one hundred percent (100%) of the Total Bid Price, and the Payment Bond shall also be for one hundred percent (100%) of the Total Bid Price.
See section 34 for modifications to this section

23. BIDDER PRE-QUALIFICATION

N/A

24. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

No mention shall be made in the bid of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable.

Contractor and its subcontractors performing work under this Contract will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Bid Documents.

25. EXECUTION OF CONTRACT

The bidder to whom award is made shall execute a written contract with the City on the form agreement provided, and shall secure all insurance and bonds as herein provided within **fifteen (15) working days** from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the bid guaranty. **See section 34 for modifications to this section**

26. CITY'S RIGHTS

The City may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. The City reserves the right to:

A. Reject any or all of the Bids if such action is in the best interest of the City.
B. Issue subsequent Invitation for Bids.
C. Cancel this entire Invitation for Bids.
D. Appoint evaluation committees to review any or all Bids.
E. Seek the assistance of outside technical experts to validate the Bid(s).
F. Approve or disapprove the use of particular subcontractors.
G. Waive informalities and irregularities in Bids.
H. Evaluate the capability of bidder to successfully fulfill the contract schedule.

The Invitation for Bids does not commit the City to enter into a contract, nor does it obligate the City to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

27. BIDDER'S RESPONSIVENESS

The City will evaluate Bids for responsiveness at the time of Bid opening and before award is made. Only Bids which conform in all material respects to the Bid Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder's representative.

28. BIDDER'S RESPONSIVENESS CHECKLIST

The City's initial responsiveness evaluation will consider the following:

a. Completed and properly executed Bid Letter and Bidding Schedule (Including a completed Total Bid Price, completed Bid Bond amount, acknowledged addenda, completed state of incorporation or partner/joint venturer information (if applicable), completed license number, DIR registration number, and signature by authorized company officer;
b. Completed Bid Data Forms (including Base Bid Price, Alternate Bid Price if any, valid and properly executed Bid Bond for 10% of the Total Bid Price and completed Lists of Proposed Subcontractors, and
c. Properly executed documents as follows:

    i. Non-Collusion Affidavit - Page 34
    ii. Bidder's Declaration - Pages 30-31
    iii. Equal Opportunity Certification - Page 32
    iv. Public Contract Code Section 10162 Questionnaire and Sections

10232 and 10285.1 Statements - Page 33

v. Construction Project References - Pages 38-39
vi. Bidder's Assurance - Page 40
vii. Certificate of Non-Discrimination by Contractors - Page 41
viii. Project Labor Agreement Letter of Assent - Page 42
ix. Cal/OSHA Certification - Page 43
x. Addenda(s) (if any issued by the City) - Download from PlanetBids.
xi. Affidavit of Non-Federal Lobbyist - Download from PlanetBids.
xii. Acknowledgment of Insurance Endorsements - Download from PlanetBids.
xiii. W9 - Download from PlanetBids.

If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form.

29. CONTRACT BID FORMS; LISTS OF SUBCONTRACTORS

a. Contract Bid Forms.

The Bid Letter and Forms must be completed as set forth below.

(1) The Contract Bid Forms and Letter must be prepared using ink, indelible pencil or a typewriter.
(2) The Bid Letter must be signed by the Bidder or on its behalf by the person or persons having the authority to do so. Proof of the authority to act on behalf of the firm must be submitted when requested. The proof shall be in the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or other appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.
(3) Addenda – Receipt of addenda must be acknowledged in the space provided in the Bid Letter.
(4) The Bidder shall not delete, modify, supplement or make substitutions thereof, on the printed matter of the Contract Bid Forms or Bid Letter.
(5) Corrections shall be initiated by the person who signs the Bid Letter.
(6) Exceptions or qualifications to the Bid Documents are strictly forbidden. Any comment by the Bidder which the City determines can be construed as altering the requirements of the specifications or the terms and conditions of the Contract will render the Bid non responsive and disqualify the Bidder from consideration for award.

b. List of Proposed Subcontractors (Forms).

State law prohibits substitution listed in the original Bid except as otherwise provided in Section 4107 and 4107.5 of the California Public Contract Code and applicable case law. Bidders are required to list all Subcontractors whose participation in the Contract will exceed one-half of one percent (0.5%) of the Total Bid Price. The List of Proposed Subcontractors Forms must be completed as set forth below.

(1) Name. List the name of Subcontractors who will perform work in excess of one half of one percent (0.5%) of the Total Bid Price.
(2) Location. For listed Subcontractors, identify the location of its place of

business (City and State).

(3) Work. For listed Subcontractors, identify the type/portion of work to be performed in the Contract.

(4) License. For listed Subcontractors, list current valid license number and DIR registration number.

30. RESPONSIBILITY CRITERIA

Responsibility is the apparent ability of the lowest responsive Bidder to meet and complete successfully the requirements of the Contract. The City reserves the right to consider the financial responsibility and general competency of the lowest responsive Bidder, as well as its reputation within the industry. City may request the lowest responsive Bidder to provide a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement, to demonstrate that he or she:

a. Has or can secure adequate financial resources to perform the contract;
b. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
c. Has a satisfactory record of performance. A contractor seriously deficient in past contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the contractor:

    i. Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;
    ii. Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and
    iii. Has the necessary production, construction, and technical equipment and facilities or the ability to obtain them.

Notwithstanding the foregoing, contractors may be deemed not responsible if they do not meet any of the following requirements:

a. Generated a minimum of $15,000,000 of annual gross income during the last three (3) consecutive full calendar years;

b. Successfully completed at least two (2) park projects costing at least $4,000,000 each in the last three (3) years; or

c. Have been operating as a State Contractor's Board licensed business for at least five (5) consecutive years.

31. ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Bid and Contract Documents.

The contactor that is awarded a construction contract must provide a construction baseline schedule at least two working days prior to the scheduled pre-construction meeting.

32. FAIR EMPLOYMENT PRACTICES DOCUMENTS

Fair Employment Practices Documents are to be submitted by the low bidder within three days following the opening of bids. See enclosed instructions and documents.

33. CONTRACT DOCUMENTS

The following Contract Documents are to be submitted AFTER award of contract:

Agreement
Faithful Performance Bond
Labor and Material Bond (Payment Bond)
Workers' Compensation Insurance Certificate (Exhibit A-1)
Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution
Evidence of Insurance (COIs and endorsements)
See section 34 for modifications to this section

34. SUPERSEDING LANGUAGE REGARDING TIMING OF SUBMISSION OF INSURANCE AND PERFORMANCE AND PAYMENT BONDS

Notwithstanding anything else to the contrary in this IFB No. **25-10** , including but not limited to Sections 22, 25, and 33, the contractor selected by City staff to be the apparent lowest responsive and responsible bidder will be required to submit all required insurance documentation (i.e., certificates of insurance and endorsements), contract executed by the contractor, and signed performance and payment bonds prior to City Council award of contract. However, such contractor will do so at its sole risk and cost as there is no guarantee City Council will agree with City staff's recommendation of contract award, and City Council may elect to award the contract to a contractor other than the one recommended by City staff or perhaps elect to reject all bids and rebid. In either such event, contractor will not be reimbursed by City for any costs associated with obtaining insurance and signed bonds in advance of City Council's consideration of contract award.

END OF INSTRUCTION TO BIDDERS

BID DOCUMENTS

PROJECT NO. 1795:
Mills Park Bldg Renovations

To Be Submitted

WITH

Bid Package

BID
PROJECT NO.: 1795
Mills Park Bldg Renovations

BID LETTER (IFB-25-10)

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA, 90745

Mayor and Council Members:

The undersigned declares that he has carefully examined the location of the proposed work and that he 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:

CITY'S PROJECT NO.: 1795
TITLE: Mills Park Bldg Renovations

in accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions and Technical Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction (current edition), and the requirements of the Engineer under said documents, for the prices shown herein. All work shall be completed within **200 working days** from the date the notice to proceed is issued by the Engineer.

BID

BID SCHEDULE – (IFB-25-10)

PROJECT NO. 1795

Mills Park Bldg Renovations

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
SITE SCHEDULE OF VALUES					
S1	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	1	LS		
S2	TRAFFIC CONTROL AND WORK SITE PROTECTION	1	LS		
S3	DEMOLITION AND SITE CLEARING	1	LS		
S4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, AND CONCRETE IMPROVEMENTS	1	LS		
S5	WATER POLLUTION CONTROL	1	LS		
S6	CURB RAMP	1	EA		
S7	FULL DEPTH AC (2' WIDE X 1' DEEP)	60	SF		
S8	4" DIA.SDR 35 DRAIN PIPE	210	LF		
S9	6" DIA.SDR 35 DRAIN PIPE	275	LF		
S10	8" DIA. SDR 35 DRAIN PIPE	300	LF		
S11	NDS 900 SQ. CATCH BASIN WITH SQUARE TRAFFIC GRATE	6	EA		
S12	12"X12" BROOKS DRAIN BOX WITH TRAFFIC COVER	1	EA		
S13	PARKWAY DRAIN PER APWA STD.151-2, S=2'	1	EA		
S14	NDS SPEED D BASIN RISER WITH 6" ROUND GRATE	17	EA		
S15	4"VCP SDR 35 WASTE LINE FROM PROPOSED WATER TANK	80	LF		
S16	SEWER CLEANOUT PER APWA STD. PLAN 204-2	1	EA		
S17	2" PVC SCH 80 WATER SERVICE PIPE AND 2" BACKFLOW PREVENTER	115	LF		
S18	3/4" WATER SERVICE WITH GATE VALVE RINSE OFF	1	LS		
S19	CONSTRUCT 4" EXTRA STRENGTH SEWER, CONNECT TO EXISTING 10" WATER	254	LF		
S20	CONCRETE CURB (6" CURB FACE)	3	LF		

S21	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB	9800	SF		
S22	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB W/ INTEGRAL COLOR	30	SF		
S23	6" THICK PCC SPLASH PAD PAVING	1300	SF		
S24	12 X 24 PEDESTRIAN PAVER	1616	SF		
S25	EXTERIOR ELECTRICAL AND LIGHTING	1	LS		
S26	6" PCC CONTAINMENT CURB	21	LF		
S27	12" RAISED CURB	12	LF		
S28	6" PCC MAINTENANCE BAND	112	LF		
S29	12" PCC MAINTENANCE BAND	85	LF		
S30	12" DECORATIVE INTEGRAL COLOR BAND	342	LF		
S31	24" DECORATIVE INTEGRAL COLOR BAND	57	LF		
S32	6" DECORATIVE INTEGRAL COLOR BAND	76	LF		
S33	BUILT-IN BLEACHER SEATING	1	LS		
S34	POURED-IN-PLACE LOW WALL 'A'	25	LF		
S35	POURED-IN-PLACE LOW WALL 'B'	80	LF		
S36	POURED-IN-PLACE LOW WALL 'C'	36	LF		
S37	SHADE STRUCTURE - 9' X 15'	1	EA		
S38	METAL FENCING (4-1/2' HEIGHT)	230	LF		
S39	HANDRAIL @ STAIRS	25	LF		
S40	GUARDRAIL	15	LF		
S41	STAIRS	65	SF		
S42	SPLASH PAD GROUND SPRAYS	1	LS		
S43	SPLASH PAD UNDERGROUND COLLECTOR TANK	1	LS		
S44	SPLASH PAD MECHNICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION, UV FILTRATION, EYE WASH, DIVERTER VALVE, UNISTRUT, RAIN DIVERTER, DRAINS, PIPES, AND PLUMBING CONNECTIONS	1	LS		
S45	REMOVABLE TETHERBALL POST	2	EA		

S46	FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS	1	LS		
S47	DIGITAL SIGN	1	LS		
S48	ACCESSIBLE RINSE-OFF SHOWER AND PLUMBING	1	LS		
S49	6' DIA. TREE GRATE	1	EA		
S50	PEBBLE SEAT	3	EA		
S51	WASTE RECEPTACLE	3	EA		
S52	ELECTRIC TANKLESS WATER HEATER	1	EA		
S53	IRRIGATION SYSTEM MODIFICATIONS	1	LS		
S54	SOIL PREP AND FINE GRADING	8660	SF		
S55	WEED ABATEMENT	8660	SF		
S56	ROOT BARRIERS	1	LS		
S57	TREE - 36" BOX	3	EA		
S58	SHRUBS - 5 GAL	169	EA		
S59	SHRUBS - 1 GAL	325	EA		
S60	TURF REPAIR (SOD)	1	LS		
S61	WOOD MULCH - 3" LAYER	34	CY		
S62	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS		
S63	MONUMENT SIGN	1	LS		
BUILDING SCHEDULE OF VALUES					
B1	CONCRETE SLAB AND CONCRETE LANDING	1885	SF		
B2	TUBE STEEL COLUMNS, CONNECTIONS, AND MISC METAL FABRICATION	1	LS		
B3	METAL SCREEN SECURITY MESH	450	SF		
B4	WOOD STUD FRAMING AND MISCELLANEOUS CARPENTRY	1	LS		
B5	LOWER CASEWORK	24	LF		
B6	UPPER CASEWORK	24	LF		
B7	EXPOSED EAVE PLANK BOARD AND FASCIA TRIM BOARD	308	SF		
B8	PVC ROOFING SYSTEM, PVC WALKING PADS, AND FLASHING	7360	SF		

B9	DENSGLASS SHEATHING	6366	SF		
B10	ROOF DRAINS	4	EA		
B11	OVERFLOW DRAINS	4	EA		
B12	EQUIPMENT PLATFORMS	5	EA		
B13	WINDOWS	13	EA		
B14	SINGLE DOORS, AND DOOR FRAMES WITH HARDWARE	9	EA		
B15	DOUBLE DOORS, AND DOOR FRAMES WITH HARDWARE	8	EA		
B16	ROLL-UP DOOR, AND DOOR FRAMES WITH HARDWARE	1	EA		
B17	NEW GYP BOARD AND PATCHING OF WALLS AND CEILINGS	1	LS		
B18	PAINTING OF INTERIOR AND EXTERIOR OF BUILDING, CAULKING	1	LS		
B19	WOOD STAIN EXTERIOR OF BUILDING EAVES AND CEILING	1	LS		
B20	FLOOR TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	915	SF		
B21	WALL TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	2240	SF		
B22	FIBER-REINFORCED PLASTIC WALL PANELS OVER GYPSUM	1930	SF		
B23	POLISH CONCRETE FINISH WITH SEAL	2320	SF		
B24	RUBBER BASE	2500	LF		
B25	ACOUSTICAL T-BAR CEILING SYSTEM	522	SF		
B26	LUXURY VINYL TILE FLOORING SYSTEM	2075	SF		
B27	ACCESS PANELS FOR PLUMBING	7	EA		
B28	RESTROOM ACCESSORIES, SOAP DISPENSER	9	EA		
B29	RESTROOM ACCESSORIES, MIRROR 18X36	4	EA		
B30	RESTROOM ACCESSORIES, MIRROR 48X36	2	EA		
B31	RESTROOM ACCESSORIES, SEAT COVER DISPENSER	10	EA		
B32	RESTROOM ACCESSORIES, 42X54 LONG TWO WALL GRAB BAR	4	EA		
B33	ALL RESTROOM ACCESSORIES, TOILET TISSUE DISPENSER	10	EA		
B34	ALL RESTROOM ACCESSORIES, SANITARY NAPKIN DISPOSAL	6	EA		
B35	ALL RESTROOM ACCESSORIES, CLOTHES HOOKS	10	EA		

B36	ALL RESTROOM ACCESSORIES, PAPER TOWEL DISPENSER	4	EA		
B37	ALL RESTROOM ACCESSORIES, BABY CHANGING STATION	4	EA		
B38	ACCESSIBLE TOILET STALL; SOLID PHENOLIC PARTITIONS (4 TOTAL)	1	LS		
B39	REGULAR TOILET STALL; SOLID PHENOLIC PARTITIONS (6 TOTAL)	1	LS		
B40	URINAL PARTITION; SOLID PHENOLIC PARTITIONS	1	LS		
B41	KITCHEN EQUIPMENT; STOVE INSTALLATION	1	EA		
B42	KITCHEN EQUIPMENT; MICROWAVE INSTALLATION	1	EA		
B43	KITCHEN EQUIPMENT; REFRIGERATOR INSTALLATION	1	EA		
B44	KITCHEN EQUIPMENT; ICEMAKER INSTALLATION	1	EA		
B45	KITCHEN EQUIPMENT; GARBAGE DISPOSAL INSTALLATION	1	EA		
B46	KITCHEN EQUIPMENT; WALL MOUNT TV INSTALLATION	1	EA		
B47	RESTROOM SIGNAGE, ROOM I.D. & GEOMETRIC	4	EA		
B48	WATER HAMMER ARRESTOR AND THERMOSTATIC MIXING VALVE PLUMBING FIXTURES WITH REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA		
B49	WATER CLOSET PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	10	EA		
B50	URINAL PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		
B51	LAVATORY FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	8	EA		
B52	FLOOR DRAIN FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	6	EA		
B53	FLOOR SINK FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	1	EA		
B54	MOP SINK FIXTURE WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA		
B55	WATER HEATER WITH REQUIRED VENTING PIPES, SUPPLY PIPES, AND POWER CONNECTIONS	1	EA		
B56	SINK FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		

B57	DRINKING FOUNTAIN FIXTURE AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		
B58	HVAC's ROOF TOP SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA		
B59	HEAT PUMP UNIT SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	2	EA		
B60	EXHAUST FANS, DUCT WORK, REGISTERS, AND AIR BALANCING	7	EA		
B61	KITCHEN EXHAUST HOOD AND RANGE EXHAUST HOOD, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA		
B62	SERVICE, ELECTRICAL PANELS, POWER, SWITCHING, DISTRIBUTION, OCCUPANCY SENSORS, DATA, AND COMMUNICATION CONDUITS	1	LS		
B63	SERVICE, ALL RESTROOM HAND DRYER	4	EA		
B64	SERVICE, INTERIOR LINEAR LIGHT FIXTURES	62	EA		
B65	SERVICE, INTERIOR 4"X4" LIGHT FIXTURES	22	EA		
B66	SERVICE, INTERIOR ILLUMINATED EXIST LIGHT FIXTURES	7	EA		
B67	SERVICE, EXTERIOR LIGHT FIXTURES	10	EA		
B68	REINSTALLATION OF EXISTING FIRE EXTINGUISHER CABINET & EXTINGUISHER	1	EA		
B69	FIRE ALARM SYSTEM, SENSORS, PANEL, & STROBES	1	LS		
B70	STUCCO	1	LS		
B71	INSULATION ROOF AND WALLS	1	LS		
B72	CEMENT BOARD	2240	SF		
B73	T&G	2110	SF		
B74	COUNTER TOPS	150	SF		
X	Allowance	1	LS		

TOTAL BASE BID AMOUNT*	**Figures**	
	Words	

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between

the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

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 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY_____

SIGNED_____DATE_____

BID

SCHEDULE OF BID ITEMS
PROJECT NO. 1795
Mills Park Bldg Renovations

NOTE:

All amounts and totals in bid sheet will be subject to verification by the City. In case of variation between the unit price and the totals shown by the bidder, the unit price will be considered as the price.

The information given in the bid sheets is supplied to give an indication of the general scope of work but the accuracy of these figures is not guaranteed. It is understood the information given above is solely for the purpose of comparison of bids and the Contractor's compensation will be computed upon the basis of actual quantities in the complete work, whether they be more or less than those shown herein.

The City has the right to increase or decrease any item in accordance with the Standard Specifications, and also to delete any item from this contract.

The undersigned agrees to execute the contract agreements form and complete the work in every detail as specified in the Contract Documents.

PROJECT NO. 1795
Mills Park Bldg Renovations

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Invitation for Bids, the Instructions to Bidders, this Bid, the Bid Bond, the Contract, the Faithful Performance 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 that 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 Bid and he further understands that the Owner will not be responsible for any errors or omissions in the preparation of the Bid.

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 begin work after award of Contract and a Notice to Proceed has been given as herein specified, and provided all requirements in regard to bonds and insurance have been satisfied and will complete said work within the time specified in the Bidding Schedule.

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

5. The undersigned certifies that this Bid is genuine and not a 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. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.

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 award for such work is to be entirely at the discretion of the Owner after evaluation of the bids as submitted. Pursuant to Public Contract Code Section 20174, the undersigned agrees that the Owner shall retain from the undersigned's bid security an amount equal to the difference between the low bid and amount of the bid submitted by the second lowest responsible bidder, 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 or refusal

to execute a Contract and furnish required bonds and insurance therefor within the time provided and Owner awards the Contract to the second lowest responsible bidder.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the Owner.

8. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name	Contractor Title
Business Address: Street	By Title
City State Zip	Contractor's License No. and Classification
Business Phone Number	Date
Name Title	Residence: Street
City State Zip	Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID

PROJECT NO. 1795
Mills Park Bldg Renovations

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS, WHICH ARE A PART OF THIS BID

The bidder ____, proposed subcontractor _____ hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID

PROJECT NO. 1795

Mills Park Bldg Renovations

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has ___, has not ___** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California of the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of a Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
Note: The above Statement is part of the Bid. Signing this bid on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

NON-COLLUSION DECLARATION-CONTRACTOR

To be Executed by Bidder and Submitted with Bid
City of Carson IFB No. 25-10

The undersigned declares:

I am the _____ [title] of _____company name], the party making the foregoing bid.

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

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

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

_____
Signature

_____
Print Name

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety, are held firmly bound unto the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ Successor Agency

in the sum of $_____;
_____DOLLARS,
(not less than ten percent of total amount of bid)
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.
WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the following:

PROJECT NO.: **1795**
TITLE: **Mills Park Bldg Renovations**

NOW, THEREFORE, if said Principal is awarded a Contract by said Owner and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required insurance and bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and judgment is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this_____day of _____, 20_____.

_____(SEAL) _____(SEAL)
Principal Surety

BY:_____ BY:_____
Signature Signature

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4114 of the Public Contract Code of the State of California, and any amendments thereto, and Title 49, Section 26.11 of the Code of Federal Regulations, each bidder shall set forth below the name and location of the place of business of 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 **or $10,000, whichever is greater**, the subcontractor's State contractor's license number, and the subcontractor's Department of Industrial Relations (DIR) registration number issued pursuant to Section 1725.5 of the Labor Code, as part of the information submitted for that proposed subcontractor, 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.

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.

LIST OF PROPOSED SUBCONTRACTORS

["Duplicate Next Page if needed for listing additional subcontractor."]

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

LIST OF PROPOSED SUBCONTRACTORS CONT'D

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

Company Name _____ State License No. _____

Address: _____ Class _____

City State Zip _____ Portion of Work (%) _____

Desc of Work to be Subcontracted _____

_____

_____

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

CONSTRUCTION PROJECT REFERENCE

The bidder is required to supply the following information.
(Additional sheets may be attached if necessary.)

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed or in progress within the last 24 months.

Company Name: _____

Address: _____

Telephone: _____

Type of Firm: _____
(Individual, Partnership, or Corporation)

Contractor's State License Classification _____ Expiration date_____

Contractor's DIR No. _____

Corporate organized under the laws of the State of_____

List the names and addresses of all members of the firm, or names and titles of all officers of the corporation_____

Number of years as a contractor in construction work of this type: . _____

Three projects of this type recently completed or in progress (within the last 24 months):

Project 1
Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Project 2
Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Project 3

Project Location _____ Contract Amount _____

Type of Project _____ Date Completed _____

Contact person _____ Phone Number _____

Bidder's Signature _____

NOTE: If requested by the Owner, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

BIDDER'S ASSURANCE

FROM:

Name of Bidder: _____

Business Address: _____

_____

Telephone No: (_____) _____

TO:

Members of the Owner's Legislative Body
C/o City Hall
City of Carson, California

Members of the Owner's Legislative Body:

Pursuant to your published Invitation for Bids for:

PROJECT NO.: **1795**
TITLE: **MILLS PARK BLDG RENOVATIONS**

The undersigned declares that he has carefully examined the location of the proposed work; that he 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 bidding schedule.

BY: _____ TITLE: _____

BID
PROJECT NO. 1795
Mills Park Bldg Renovations

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the Owner, 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:

_____

_____

_____

_____

_____

BID

Project Labor Agreement
Letter of Assent
COMPANY LETTERHEAD

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: MILLS PARK BLDG RENOVATIONS, PROJECT NO. 1795

Dear City Manager:

This is to confirm that [name of company] agrees to be party to and bound by the City of Carson Project Labor Agreement executed March 4, 2020 (Agreement), as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

(Name of Construction Company)

By:_____
(Name and Title of Authorized Executive)

Contractor's State License No: _____

Project Name: _____

BID

CAL/OSHA CERTIFICATION

COMPANY LETTERHEAD

City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

SUBJECT: MILLS PARK BLDG RENOVATIONS, PROJECT NO. 1795

Dear City Manager:

This is to confirm that [name of company] has provided all required and necessary safety training to its employees related to the equipment to be utilized and work contemplated as described in the Invitation for Bids, and that all employees are familiar with the safety regulations pertaining to the work, in compliance with any and all Cal/OSHA regulations and mandates.

Sincerely,

(Name of Construction Company)

By:_____
(Name and Title of Authorized Executive)

Contractor's State License No: _____

Project Name: _____

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FAIR EMPLOYMENT PRACTICES DOCUMENTS

PROJECT NO. 1795
Mills Park Bldg Renovations

To Be Submitted

By The Low Bidder

WITHIN THREE WORKING DAYS FOLLOWING

OPENING OF BIDS

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1795
Mills Park Bldg Renovations

INSTRUCTIONS

The Fair Employment Practices in Contracts, as adopted by Owner, requires that the Owner not do business with any firm that discriminates against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Accordingly, every contract or subcontract of the Owner in excess of $10,000 for public works, or for goods and services, must be accompanied by a Certificate of Non-Discrimination, obligating the contractor or subcontractor to observe the requirements specified therein.

In addition to the Certificate of Non-Discrimination, the Fair Employment Practices in Contracts also requires that the lowest responsible bidder undertake an affirmative course of action to promote equal employment opportunities and to ensure that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Completion of the attached compliance report will satisfy this requirement. The apparent successful low bidder and each of its subcontractors must submit one copy of the compliance report to the City Engineer, Carson City Hall, 701 East Carson Street, Carson, California 90745, within three days after the opening of bids.

Ref: Resolution No. 83-008 ADOPTED 1/17/83

FAIR EMPLOYMENT PRACTICES

PROJECT NO. 1795
Mills Park Bldg Renovations

CONTRACTOR COMPLIANCE REPORT

This report must be completed by prime contractor and each subcontractor. Complete all items unless otherwise instructed. Use additional sheets if necessary. Submit one copy of the completed report to Owner:

C/o Engineering Services – PMFirstName PMLastName
email@domain.xxx
Public Works Department (PWD)
Carson City Hall
701 East Carson Street
Carson, CA 90745

PART I. FIRM DESCRIPTION

1. Circle one: Prime Contractor Subcontractor

2. Name of Firm:_____

3 Address:_____

4. Name and address of principal official or manager:

_____ _____

_____

5. Name and address of home office, if different from above:

_____ _____

_____

6. Person completing this form:

Signature:_____
Name and Title:_____
Business Telephone:_(___)_____
Date:_____

PART II: POLICIES AND PRACTICES (Circle proper answer)

1. Yes No Have you informed company officials and representatives regarding the non-discrimination provisions of the Owner's contracts?

2. Yes No Do your solicitations or advertisements for employment specify that you are an equal opportunity employer?

3. Yes No Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? If so, please enumerate:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

W = White B = Black H = Hispanic A = Asian AI = American Indian
M = Male F = Female

4. Yes No Are any apprentices obtained from sources outside the employer's work force? If yes, have you circulated information about apprenticeship openings or opportunities to the following?

Yes No State Employment Offices

Yes No Newspapers or other media

Yes No High schools, including those in minority group areas

Yes No Local trade or vocational schools

Yes No Agencies and organizations specializing in minority employment

If there are any apprenticeship programs, please list, along with ethnic breakdown:

JOB CATEGORY	TRAINING PROGRAM	W	B	H	A	AI	M	F	TOTAL

5. Yes No If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the non-discrimination provisions of the Owner's contracts?

6. Identify (names and addresses) the employment agencies, personnel recruitment organizations, newspaper advertising, or other non-union sources from which the company recruits its personnel.

NAME	ADDRESS

7. Yes No Do you have a collective bargaining agreement with a labor union or other organization? If yes, specify the union or organization.

8. Yes No Does your company's collective bargaining agreement or other contract or understanding with a labor union or other working organization include a provision for non-discrimination in employment?

9. Remarks: Use this space for comment on any answers you have supplied.

PART III A: EMPLOYMENT FIGURES (1)

Name of Firm:_____

Project Name:_____

Date Form Submitted:_____

Person Submitting Form:_____

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

(X) Permanent makeup of company

( ) Estimated makeup of employees on this specific project only

			MINORITY GROUPS*					
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	M	F
OFFICERS & OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.

(2) Occupations requiring college education or equivalent experience: e.g., accountants, architects, scientists, teachers, etc.

(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.

(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

* An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

PART III B: EMPLOYMENT FIGURES (1)

Name of Firm:_____

Project Name:_____

Date Form Submitted:_____

Person Submitting Form:_____

Check One: Submit separate forms for company makeup (page 22), and for specific project makeup (page 23)

( ) Permanent makeup of company
(X) Estimated makeup of employees on this specific project only

			MINORITY GROUPS*					
JOB CATEGORIES	TOTAL EMPLOYED	WHITE	BLACK	HISPANIC	ASIAN	AMERICAN INDIAN	M	F
OFFICERS&OFFICIALS								
PROFESSIONAL (2)								
CLERICAL & OFFICE								
FIELD SUPERVISOR								
SKILLED/SPECIFY TRADE								
A								
B								
C								
D								
SEMI-SKILLED (3)								
UNSKILLED (4)								
TOTAL ITEMS 1-7								

(1) This report must be completed by prime contractor and each subcontractor.
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(3) Workers who operate equipment or perform factory-type duties of intermediate skill level: e.g., auto attendants, laundry operators, truck drivers, etc.
(4) Works in manual occupations: e.g., laborers performing lifting, digging, mixing or loading operations, etc.

- An employee may be included in the minority group in which he/she appears to belong, or is regarded in the community as belonging. Eliciting information as to the racial or ethnic identity of an employee by direct inquiry is not encouraged.

CONTRACT DOCUMENTS

PROJECT NO. 1795
Mills Park Bldg Renovations

To be Submitted
AFTER
Award of Contract

CONTRACT
PROJECT NO. 1795
Mills Park Bldg Renovations

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
_____

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between the City of Carson, a California charter city ("**City**") and _____, _____ ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Mills Park Bldg Improvements** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions,

Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") and the Construction Specifications Institute are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section

1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor 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 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."

Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified

prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in

Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof

to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(d) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(e) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(f) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein

by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed _____ Dollars ($_____) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within (_**200**___) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($3,000) as liquidated damages for each calendar day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____ _____

(Name) (Title)

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Gibert Marquez or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or

for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(g) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

Builder's Risk Insurance. Contractor shall maintain 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 or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of 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 Project site.

Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 City.

5.2 General Insurance Requirements.

(h) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(i) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all

liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. 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 and will survive termination of this Agreement.

Contractor 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, 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's 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.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(j) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(k) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of

his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(l) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(m) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(n) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(o) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

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. 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.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(p) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement 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 the claim, including references to the specific Contract Document provisions upon which the claim is based.

List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

Chronology of events and correspondence related to the claim.

Statement of grounds for the claim.

Analysis of the claim's cost, if any.

Analysis of the claim's time/schedule impact, if any.

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 days, shall provide the 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 days after the City issues its written statement.

If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 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, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the 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.

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

Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the 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, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the 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 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business 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 the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

City's Responses. The City's failure to respond to a claim from the 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. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 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, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

Within 60 days, but no earlier than 30 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 procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties.

If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

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 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) 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.

Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this

Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONTRACTOR:

_____

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address:
_____
_____
_____

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID
(attach contractor's bid here)

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

PERFORMANCE BOND
PROJECT NO. 1795
Mills Park Bldg Renovations

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____	_____
Name	Street Number
_____	_____
Street Number	City and State
_____	_____
City and State	Telephone Number
_____	
Telephone Number	

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D
PAYMENT BOND
PROJECT NO. 1795
Mills Park Bldg Renovations

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents ($_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E
INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

CONTRACT

PROJECT NO. 1795
Mills Park Bldg Renovations

EXHIBIT A-1

WORKER'S COMPENSATION INSURANCE CERTIFICATE

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

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 Carson and Successor Agency and their 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 attorneys' 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 or subject to the approval of 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:_____

TO BE SIGNED BY THE CONTRACTOR

EXHIBIT A

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

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

Insured

A. 1. In order to reduce problems and time delays in providing evidence of insurance to the Owner, 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.

2. 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.

3. 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. 1. 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 Owner.

2. 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.

(X) Workers' Compensation/Employers Liability

(X) General Liability
(X) Automobile Liability
(X) Excess/umbrella Liability
( ) Professional Liability
( ) Property insurance
( ) Fine Arts Property Insurance

3. 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 Owner. Signatures must be originals as the Owner will not accept facsimile (rubber stamp, photocopy, etc.) or initialed signatures.

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

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

6. 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.

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

8. 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.

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

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

Risk Management Department
Project No. 01642
City of Carson
701 E. Carson Street
Carson, CA 90745
(310) 830-7600

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

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

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

EXHIBIT B

GENERAL COMPREHENSIVE LIABILITY ENDORSEMENTS
(SAMPLE)

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. The Owner, consisting of one or both of the following described public entities:

   [X] ■ The City of Carson, California
   [ ] ■ The Successor Agency to Carson Redevelopment Agency

   and its or their elected officials, officers, agents and employees are additional 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 Owner.

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. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.

5. 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 Carson, 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 Department
PROJECT NO. 1795
Mills Park Bldg Renovations
City of Carson
701 E. Carson Street
Carson, CA 90745
(310) 830-7600

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 THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY

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

The following inclusions relate to the above coverages:

( ) 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 _____ , 2024

Phone No.: (____)_____

EXHIBIT C

AUTOMOBILE LIABILITY ENDORSEMENTS
(SAMPLE)

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. The Owner, consisting of one or both of the following described public entities:

   [X] ■ The City of Carson, California
   [ ] ■ The Successor Agency to Carson Redevelopment Agency

   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 Owner.

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. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.

5. 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 Carson, 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 Department
   PROJECT NO. 1795
   Mills Park Bldg Renovations
   City of Carson
   701 E. Carson Street
   Carson, CA 90745
   (310) 830-7600

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 THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM	TO	LIMITS OF LIABILITY

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

The following are covered by the policy:

( ) Owned Automobiles
( ) Nonowned Automobiles
( ) Hired Automobiles
( ) Owned, Nonowned 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 _____ , 2024

Phone No.: (___) _____

EXHIBIT D

WORKERS' COMPENSATION/EMPLOYERS LIABILITY
SPECIAL CANCELLATION NOTICE ENDORSEMENT
(SAMPLE)

NAME AND ADDRESS OF INSURED:

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

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Carson, P.O. Box 6234, Carson, CA 90749.

The company agrees to waive all rights of subrogation against the Owner, consisting of one or both of the following described public entities:

[X] ■ The City of Carson, California
[ ] ■ The Successor Agency to Carson Redevelopment Agency

and its or their elected officials, officers, agents and employees.

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 THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM TO	LIMITS OF LIABILITY
Workers' Compensation		Statutory
Employers Liability		

The following are included in the above coverages:

( ) Broad Form All States Endorsement
( ) Voluntary Compensation Endorsement
( ) _____
( ) _____

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 _____ , 2024

Phone No.: (___) _____

EXHIBIT E

EXCESS LIABILITY INSURANCE ENDORSEMENTS
(SAMPLE)

NAME AND 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. The Owner, consisting of one or both of the following described public entities:

   [X] ■ The City of Carson, California
   [ ] ■ The Successor Agency to Carson Redevelopment Agency

   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 Owner.

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. Insurance company shall waive subrogation against Owner, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the first named insured or others providing insurance evidence to waive their right of recovery prior to a loss.

5. 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 Carson, 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 Department
   PROJECT NO. 1795
   Mills Park Bldg Renovations
   City of Carson
   701 E. Carson Street
   Carson, CA 90745
   (310) 830-7600

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 THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM	TO	LIMITS OF LIABILITY AMOUNT EXCESS OF

Excess Liability
( ) Following Form
( ) Umbrella Liability
( ) Other

Applicable underlying coverages

Insurance Company	Policy No.	Amount

The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

A deductible or self-insured retention (strike out one) of $_____applies to coverages not included in underlying policies.

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 _____ , 2024

Phone No.: (___) _____

SPECIAL PROVISIONS

PROJECT NO.: 1795
Mills Park Bldg Renovations

PROJECT NO.: 1795
Mills Park Bldg Renovations

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SPECIAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction 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 Owner. All work shall conform to the 2021 edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the Owner 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.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

PART 1: GENERAL PROVISIONS

Section 1. General

Section 1-2 Terms and Definitions

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

(a)	AGENCY	[X] ■ The City of Carson, California [ ] ■ Successor Agency acting individually or collectively as the "Owner"
(b)	BOARD	[X] ■ The City of Carson, California [ ] ■ Successor Agency acting individually or collectively as the "Owner"
(c)	CONTRACT DOCUMENTS	Documents including but not limited to the Bid forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract, Plans, instructions to bidders, and all Addenda setting forth any modifications of the documents.
(d)	ENGINEER	The City Engineer, Public Works Department or his authorized representative.

(a)	BIDDER	An individual, co-partnership, association or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.
(b)	LEGAL ADDRESS OF CONTRACTOR	The legal address of the Contractor to be 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.
(c)	LABORATORY	An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

Section 1-7 Award and Execution of the Contract

Section 1-7.1 General

Section 1.7.1.1 Bid

The following is in addition to the provisions of Section 1-7:

The Bid shall be fully executed and submitted on the forms provided by the Owner and shall be delivered as directed in the "Invitation for Bids".

If the Bid is made by an individual it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her own name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Bid. Bids which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Owner the Contractor shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

Section 1-7.1.2 Examination of Plans, Specifications, and Project Site

The following is in addition to the provisions of Section 1-7:

Bidders shall read the specifications, examine the drawings and/or locations list, and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. 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 Bid 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 thisresponsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Owner.

Section 1-7.1.3 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 1-7:

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, he may submit to the Engineer a written request for an interpretation or a correction thereof. 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 sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

Section 1-7.1.4 Award of Contract

The following is in addition to the provisions of Section 1-7:

After the Bids have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Owner 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.

Award of the Contract, if it be awarded, will be made by the Owner within 90 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the Bid. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Owner that he or his associates are personally competent to manage the proposed undertakingand to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and forservicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

Section 1-7.1.5 Execution of Contract

The following is in addition to the provisions of Section 1-7:

A bidder whose Bid is accepted shall properly sign a written contract with the Owner on the form attached hereto and return said contract together with good and approved bonds andinsurance certificates and endorsements as required by the Contract Documents within fifteen (15) calendar days from the date of the mailing of a notice from the Owner to the bidder, according to the address given by him, of acceptance of his Bid. Contract bonds and certificates of insurance and endorsements, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose Bid is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Owner enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Owner an award may be madeto the bidder whose Bid is next most acceptable to the Owner, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award wasmade.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation to so sign.

Section 1-7.1.6 Return of Bid and Guarantee

The following is in addition to the provisions of Section 1-7:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Checks or bid bonds of other bidders will be returned when their Bids are rejected or in any event at the expiration of ninety (90) days from the date of opening bids.

Section 2. Scope of the Work

Section 2-2 Permits

The following supersedes the provisions of Section 2.2:

The Contractor will obtain and pay for all permits necessary to perform the Work in streets, highways, railways or other rights-of-way, with exception that the fees for the City's construction permit which will be waived for this contract.

The Contractor shall also obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to, those permits required for night work, overload, blasting, and demolition. The contractor shall pay all business taxes or license fees that are required for the work.

In addition, the Contractor and each subcontractor employed upon the work must have or obtain a valid City of Carson Business License in accordance with the provisions of the CarsonMunicipal Code. The amount of the business license fee may be obtained from the City's Finance Department at (310) 952-1748

Section 2-4 Cooperation and Collateral Work

The following is in addition to the provisions of Section 2-4:

2-4.1 Relations with Other Contractors

There may be construction work in progress by others. The Contractor shall coordinate construction activities with other contractors and shall attend coordination meetings as required by the Engineer. The following list provides the construction contact and owner/contractor with their expected construction schedule:

NO.	OWNER	CONSTRUCTION CONTACT	CONTRACTOR	ANTICIPATED CONSTRUCTI ONTIME FRAME
1	City of Carson	Raymond Velasco rvelasco@carsonca.gov	MBC Enterprise Joseph@mbcenterprises.net	
			6601 Gothard St #G Huntington Beach, CA 92647	

Section 2-10. Disputed Work

Section 2-10.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 2-10:

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

Section 3-5.1 Inspection Requirements

The Contractor shall notify the City Representative a minimum of 48 hours before inspection is required.

a. Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the City between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of City holidays. The Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, and overhead costs shall pay for any inspections requested by or made necessary because of the actions of the Contractor beyond the hours stated above.

   The Contractor shall submit a request to the Engineer for approval, a minimum of five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or City and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or City and/or Federal holidays plus associated overhead costs.

   For purposes of this section, the following holidays are observed by the City:

DATE	EVENT
January 1	New Year's Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday	Day after Thanksgiving
December 25	Christmas Day

b. The Contractor shall telephone the designated City Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason.

   Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Carson.

3-5.2 Overtime Inspection Costs

The Contractor is hereby notified that he/she is responsible for all overtime inspection costs incurred by the City for all work performed at the discretion of the Contractor outside working hours in 3-5.1 of the Special Provisions.

The Contractor will be notified in writing of all overtime inspection costs incurred by the City.

Payment for overtime inspection costs will be withheld from progress payments to the Contractor.

Section 3-6 The Contractor's Representative

The following is in addition to the provisions of Section 3-6:

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

Section 3-7 Contract Documents

Section 3-7.1 General

The following is in addition to the provisions of Section 3-7.1:

The Standard Specifications for Public Works Construction and the Standard Plans for Public Works Construction are both promulgated by Public Works Standards, Inc. These publications are available for purchase from BNi Building News, Inc., 1612 South Clementine Street, Anaheim, California 92802, (800) 873-6397, www.bnibooks.com. **These publications are copyrighted and the City will not provide copies.**

Standard Plans of the City of Carson are available for downloading on the internet, http://ci.carson.ca.us/PublicWorks/pwstandards.aspx

Section 3-7.2 Precedence of Contract Documents

The following supersedes the provisions of Section 3-7.2:

The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Carson.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Carson Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid.
SIXTH	Addenda.

SEVENTH	Invitation for Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Construction Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition) as amended.
FOURTEENTH	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.

Section 3-10 Surveying

The following supersedes the provisions of Section 3-10:

Section 3-10.1 General

Unless otherwise provided in the Technical Provisions, lines and grades for construction shall be the responsibility of the Contractor.

The Contractor is required to locate and tie out survey monuments in the project area prior to construction involving streets and highway, and to file with the County Surveyor a Corner Record of any such work. Prior to the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties, and benchmarks located within the limits of the project. If any of the above requires removal, relocating, or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer,establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments, or benchmarks disturbed during construction shall be reset per Los Angeles County standards after construction and the tie notes submitted to the County on 8 ½" x 11" loose leaf paper, after it is signed and recorded at the County Surveyor's Office. TheContractor and its sureties shall be liable for, at their expense, any resurvey required due to Contractor's negligence in protecting existing ties, monuments, benchmarks, or any such horizontal and vertical controls.

The Contractor shall provide the Owner a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

Section 3-10.2 NOT USED

Section 3-10.3 Line and Grade

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed Land Surveyor or Civil Engineer. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Section 3-10.4 Payment

Unless a separate bid item is provided, the payment for surveying, construction staking, related professional services, re-establish centerline ties, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

Section 3-12 Work Site Maintenance

Section 3-12.1 General

The following is in addition to the provisions of Section 3-12.1:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

Section 3-12.1.1 Contractor's Responsibility for Work

Until the formal acceptance of the work by the Owner, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 5-4 hereof, 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.

Section 3-12.4 Storage of Equipment and Materials

Section 3-12.4.3 Construction Yard

The following is in addition to the provisions of Section 3-12.4:

The contractor shall be responsible to locate any storage sites for materials and equipmentneeded and such sites must be approved in advance by the City. When storage sites are located inprivate properties, the Contractor shall be required to submit to the City written approval from the recorded owner authorizing the use of their property by the Contractor.

Section 3-12.6 Water Pollution Control:

Section 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

The following is in addition to the provisions of Section 3-12.6.3:

Storm Water pollution work shall consist of constructing Best Management Practices facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES) permit ordered by the State Water Resources Control Board. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of storm water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary BMP measures including, but not limited to, dikes, basins, ditches and the application of straw and seed bales which become necessary as a result of his operations. The Contractor shall coordinate storm water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for approval and acceptance a Storm Water Pollution Prevention Plan (SWPPP). SWPPP shall show the

schedule for the erosion control work included in the contract and for all storm water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other water bodies. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted. The Contractor shall revise and bring up to date said storm water pollution control program at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised SWPPP in not more than five (5) days.

The Owner shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised storm water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable storm water pollution control program.

Compliance with the requirements of this Section shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All storm water pollution control work performed in accordance with the accepted program which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

(1) Such storm water pollution control work which may be accomplished under the various contract items of work will be measured and paid for asprovided for in these Special Provisions for the said items of work.

(2) Such storm water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 3-3 "Extra Work" of the Standard Specifications.

Except as otherwise provided in the Standard Specifications or elsewhere in these Special Provisions, full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

Section 3-13 Completion, Acceptance, and Warranty

Section 3-13.3 Warranty

The following is in addition to the provisions of Section 3-13-.3

Section 3-13.3.1 Warranty 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 him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he 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 ofthe Owner. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 4. Control of Materials

Section 4-4 Testing

The following is in addition to the provisions of Section 4-4:

Testing of the complete traffic signal cabinet assembly including but not limited to the controller, battery back-up system, wireless communication equipment, etc. shall be delivered, tested and approved by the LA County Traffic Signal Shop prior to installation.

Typical testing time is 30-40 days. The material testing laboratory is located at:

Los Angeles County
Department of Public Works
Traffic Signal Shop
1525 Alcazar Street
Los Angeles CA 90033

The contractor shall make delivery arrangements with the Traffic Signal Shop 48 hours in advance by calling (626) 458-1704.

Section 4-6 Trade Names

The Contractor shall submit products list in accordance with the following:

a. Within the time specified in this Subsection of these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title and article number.
b. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
c. The Engineer will reply in writing, stating whether there is reasonable objection to listed items.

Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

a. Requests for substitutions of products shall be submitted within 10 Days after award of the Contract. The Contractor shall allow 28 Days for the Engineer to make this determination. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
b. Substitute products shall not be ordered or installed without written acceptance by the Engineer.
c. Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
d. The Engineer will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

a. Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
b. Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
c. Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.
d. Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
e. State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data and samples, and tests conducted in accordance with 3-8 and 4.

Section 5. Legal Relations and Responsibilities

Section 5-2 Special Notices

The following supersedes the provisions of Section 5-2:

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

c/o Engineering Services - Raymond Velasco
Public Works Department (PWD)
City of Carson
701 East Carson Street
Carson, CA 90745

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.

Section 5.3 Labor

The following is in addition to the provisions of Section 5-3:

Each bidder must submit with their Bid 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 Engineering Services (PWD), not 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 insert a provision in all subcontracts requiring subcontractors to comply with this section.

Section 5-4 Insurance

The following supersedes the provisions of Section 5-4:

The Contractor shall, at his expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance and shall besubject to approval by the City's Risk Manager:

Contractor shall procure and maintain for the duration of the contract, and for 5 years 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, his agents, representatives, employees, or subcontractors.

Coverage shall be at least as broad as:

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain 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 or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.
If the Project does not involve new or major reconstruction, then at the option of 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 Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All

activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.
Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.
If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 City.

(f) **Surety Bonds** as described below.

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 the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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 cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shallprovide 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.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents 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).

2. 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 Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Carson Successor Agency, City of Carson, their elected and appointed officers, officials, employees,

volunteers and agents shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

Builder's Risk (Course of Construction) Insurance

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.

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 site.

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.

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.

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 therequired 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.

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.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond

2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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.

Section 5-7 Safety

Section 5-7.9 Southern California Edison Energized Conductors

The following is in addition to the provisions of Section 5-7:

Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person - A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

Section 5-7.10 Emergency Provisions

The following is in addition to the provisions of Section 5-7:

Unusual conditions may arise on the work which will require that immediate and unusualprovision 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 Owner, an emergency exists of which the Owner 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 Owner, 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, thenin that event the

Owner 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 Owner may seem reasonable and necessary, all at the expense of the Contractor.

Section 6. Prosecution and Progress of the Work

Section 6-1: Construction Schedule and Commencement of the Work

The Contractor shall submit within one week after award of the work, its proposed construction schedule to the Engineer for approval.

The following is in addition to the provisions of Section 6-1:

The engineer shall mail to the contractor three copies of the contract for execution within approximately one week of award. The Contractor shall execute and return the contract together with the appropriate bonds and proof of insurance within fifteen (15) calendar days of receipt of said contract. Unless otherwise provided by the approved construction schedule the engineer shall issue the notice to proceed on the date that the fully executed contracts are received from the Contractor.

Section 6-3.1 General.
The following is an addition to the provisions of Section 6-3.1:

If in the opinion of the Contractor, the time as specified in the bid documents for completion of the construction work appears to be insufficient while adhering to a standard construction schedule involving a single daily shift and a typical five-day workweek, therefore, the Contractor has the option to implement extended work hours, including multiple daily shifts and weekend operations, as necessary, contingent on the work to be performed as regular working payday and contingent upon Engineer approval. These measures shall be undertaken to ensure that the work is completed within the contractually specified contract time. All costs associated with such extended operations shall be included in the Contractor's bid.

Section 6-9 Liquidated Damages:

The following is in addition to the provisions of section 6-9:

The amount of liquidated damages is hereby amended to $3000 for each calendar day.

Section 7. Measurement and Payment

Section 7-2 Lump Sum Work

The following is in addition to the provisions of section 7-2:

The Contractor shall furnish the Agency a cost breakdown for all contract lump sum items. Cost breakdown tables shall be submitted to the Agency Representative for approval within fifteen (15) Working Days after the Contract has been approved. The Agency Representative before any partial payment will be made for the applicable items involved will approve cost breakdown tables, in writing.

Cost breakdowns shall be completed and furnished on 8-1/2" x 11" paper. Contractor's standard form will be considered upon request. The Contractor shall determine the quantities required to complete the Work shown on the Plans, maps or any material provided by the agency to successfully complete this project. The quantities and their values shall be included in the cost breakdowns submitted to the Agency Representative for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost breakdowns submitted for approval. The sum of the amounts for the line items of work listed in each cost breakdown table for each lump sum item shall be equal to the contract lump sum price bid. Overhead and profit shall be included in each individual line item of work listed in a cost breakdown table. No adjustment in compensation will be made in the contract lump sum prices due to differences between the quantities shown in the cost breakdowns furnished by the Contractor and the quantities required to complete the Work as shown on the plans and as specified in these Special Provisions.

Individual line-item values in the approved cost breakdown tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract lump sum items due to changes in line items of work ordered by the Engineer.

Section 7-3 Payment

Section 7-3.1 General

The cost of items of work not listed in the "Schedule of Work and Prices" in the Bidders Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

Section 7-3.2 Partial and Final Payment

The following is in addition to the provisions of 7-3.2:

The closure date for periodic progress payments will 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.

Section 7-3.3 Delivered Materials

Materials and equipment delivered but not incorporated into the work will not be included in the estimates for progress payment.

7-3.4 Mobilization

7-3.4.1 General

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, 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.

7-3.4.2 Measurement and Payment

Mobilization is eligible for partial payment if the Contract includes a bid item for mobilization. Payment for **Mobilization** shall be per the **Lump-Sum (LS)** price bid and shall include obtaining and paying for all permits and business licenses as required from the City of Carson, State of California and other agencies. The Contractor shall comply with the requirements specified by each license or permit. No payment for Mobilization will be made until the Contractor's Construction Schedule has been submitted, reviewed and accepted and is current. Progress payments for this item shall be paid in accordance with the percentage completion of the project and shall include the costs of such mobilization and administration for the entire contract period including construction schedule as specified in these specifications. Payments shall be made upon the basis of the following:

a) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5% or more of the original contract amount, 50% of the contract item price for mobilization or 5% of the original contract amount, whichever is the lesser, will be included in the estimate for payment.
b) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10% or more of the original contract amount, the total amount earned for mobilization shall be 75% of the contract item price for mobilization or 7.5% of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
c) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20% or more of the original contract amount, the total amount earned for mobilization shall be 95% of the contract item price for mobilization or 9.5% of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.
d) When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50% or more of the original contract amount, the total amount earned for mobilization shall be 100% of the contract item price for mobilization or 10% of the original contract amount, whichever is the lesser, and that amount will be included in the estimate for payment.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10% of the original contract amount shall be paid.

Section 7-3.9 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 7-3:

Regarding tools and materials of any class for which no price is fixed in the Bid, 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 orfurnishing such equipment, labor, tools and materials shall be included in the unit bid prices inthe Bid and no additional compensation will be paid therefore.

Section 7-4 Payment for Extra Work

Section 7-4.3 Markup

The following percentage shall apply to provision 7-4.3.1:

1. Labor	20%
2. Materials	15%
3. Equipment	15%
4. Other Items and Expenditures	10%

7-4.3.2 Work by Subcontractor

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 7-4.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to 5%.

No payment shall be made for any item not set forth in 7-4.2.1 and 7-4.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

SPECIAL PROVISIONS

PART 4

EXISTING IMPROVEMENTS

Section 402. Utilities

Section 402-1 Location.

Section 402-1.2 Payment. (Page 481 of the SSPWC)

No separate payment will be made for the location of utilities pursuant to Government Code Sections 4215 and 4216, and 402-1.1, or for attendance at the preconstruction meeting.

Payment shall be considered as included in the Contract Unit Price for the various Bid items.

402-1.3 Exploratory Excavations. In addition to the requirements of 402-1.1 for utilities shown on the Plans, the Contractor shall locate unknown subsurface utilities marked or otherwise identified as ordered by the Engineer in accordance with 402-1.1. Exploratory excavations for unknown subsurface utilities will be measured by each.

TABLE 402-1.3

DEPTH max.	ROADWAY			PARKWAY (NOT IN ROADWAY)		
	AC 6" max. Thickness	PCC 8" max. Thickness	COMPOSITE (AC over PCC) 4" over 8" max. Thickness	AC 6" max. Thickness	PCC 6" max. Thickness	NATIVE
0'-3'	$750	$900	$1,050	$600	$750	$450
3'-6'	$900	$1,050	$1,200	$750	$900	$600
6'-9'	$1,050	$1,200	$1,350	$900	$1,050	$750
9'-12'	$1,200	$1,350	$1,500	$1,050	$1,200	$900

Payment for exploratory excavations for unknown subsurface installations including excavation, backfill, surface restoration, and all other incidentals necessary to complete the work will be made at the Stipulated Unit Price in Table 402-1.3 for the maximum depth and surface material encountered. Refer to Geotech report for designated size of excavation. No markup is to be added to the Stipulated Unit Price of exploratory excavations.

Payment for exploratory excavations will be made under the Allowance Bid item.

Section 402-4 Relocation

Add the following to the provisions of Section 402-4:

The owner does not necessarily mark water services. The Contractor shall assume that a water service exists at each water meter box and the service connection lies at any depth within 36” of

either side of the water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and pay all fees to repair or replace water services damaged by his operation when his operation is within 36" of either side of a water meter box measured parallel to the curb face.

The Contractor shall procure a plumber and shall be reimbursed for the costs to relocate or repair interfering water services located outside 36" of either side of a water meter box measured parallel to the curb face.

SPECIAL

PROVISIONS

PART 6

TEMPORARY TRAFFIC CONTROL

Section 600. Access

Section 600-1 General

The following is in addition to the provisions of Section 600-1:

The Contractor shall provide temporary "No Parking" and all other signs which are necessary forthe safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. He shall also provide a barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two Class II barricades or one Class II barricade and two delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

The construction area shall be cleaned by the use of a mobile broom sweeper daily to the satisfaction of the Engineer. The stockpiling of construction debris will not be allowed.

Section 600-2 Vehicular Access

The following provisions shall be added to Section 600-2:

600-2.1 Temporary Steel Plate Bridging:

When backfilling operation of an excavation in the travel way, whether transverse or longitudinalcannot be properly completed within a work day, steel plate bridging with a non-skid surface andshoring may be required to preserve unobstructed traffic flow. In such cases, the following shall apply:

1. Steel plate used for bridging must extend a minimum of twelve (12") inchesbeyond the edge of the trench.

2. Steel plate bridging shall be installed to operate with minimum noise.

3. The trench shall be adequate to support the bridging and the traffic load.Contractor shall be responsible for determining whether shoring is necessary.

4. Temporary paving with cold asphalt concrete shall be used to feather the edgesof the plate.

5. Bridging shall be secured against displacement by adjustable cleats, shims, orother devices.

Approaches plate and ending plate (if longitudinal placement) shall be attached to the roadway by aminimum of two (2) dowels pre-drilled into the corners of the plate and drilled two (2") inches intothe pavement. Subsequent plates are butted to each others. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum of twelve (12") inches taper tocover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavementshall be backfilled with either fines of asphalt concrete mix, concrete slurry or equivalent slurry satisfactory to the Engineer.

The Contractor shall be responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specified, use of steel plate bridging at any given location should not exceed four (4) consecutive working days in any given week. Backfilling of excavation shall be covered with a minimum of three (3") inches of temporary layer of cold asphalt concrete.

The following table shows the required minimal thickness of steel plate bridging for a given trenchwidth:

Trench Width	Minimum Plate Thickness
1.0 foot	1/2 inch
1.5 foot	3/4 inch
2.0 feet	7/8 inch
3.0 feet	1 inch
4.0 feet	11/4 inch

For spans greater than four (4') feet, a structural design for the steel plate bridging shall be prepared by a registered civil engineer and approved by the Engineer.

Steel plate bridging shall be designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual. The Contractor shall maintain steel plates with a non-skid surface having a minimum coefficient of friction equivalent to 0.35 as determined by California Test Method 342. The contractor may use standard steel plate withknown coefficient of friction equal or exceeding 0.35.

A Rough Road sign (W33) with black lettering on an orange background shall be used in advanced of steel plate bridging. This is to be used along with any other required construction signing.

Payment for steel plate bridging shall be included in the other items of work involved and no additional payment will be allowed therefore.

600-2.2 Street Closures, Detours, Barricades:

The Contractor shall not close any street within the City of Carson without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the Contractor as required by the Engineer.

Street closures, detours, lane closures, signs, lights and other traffic control devices shall conform to the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD). The California MUTCD is available at the following address:

https://dot.ca.gov/programs/traffic-operations/camutcd

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet. Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating blackand reflective white (or yellow) stripes at an angle of 45 degrees. The stripe width shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch-high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided at the nearest prior intersection. "No Left Turn" signs shallbe provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance

with the following provisions:

1. For placing of barricades - $5.00 per barricade for the first day or any part thereof and $3.00 per barricade per day for each day thereafter or any part thereof.

   For flashers - $3.00 per flasher for the first day or any part thereof and $1.00 per flasher per day for each day thereafter

   or any part thereof.For traffic cones - $3.00 per

   cone for each day or any part thereof.

2. In the event that the services of the Owner are required between the hours of 3:00 P.M. and 8:00 A.M., **during the normal week or at any time on Saturday, Sunday, or a City holiday, there shall be anadditional charge to the above set forth minimums of $161.25 for each service trip required.**

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Owner. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

TECHNICAL PROVISIONS

PROJECT NO. 1795:
Mills Park Bldg Renovations

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TECHNICAL PROVISIONS

PROJECT NO. 1795
Mills Park Bldg Renovations

A. GENERAL NATURE OF WORK

The work to be performed under this contract for Project No. 1795 is described below.

The work to be performed under this contract consists of but not limited to:

Site: Work includes all demolition of hardscape, landscape, and furnishing all necessary equipment, services, and incidentals required for site improvements removal, replacement, and providing new Splash Pad and associated Equipment, new hardscape and landscaping.

Interior Building: Work includes furnishing all labor, material, equipment, services, and incidentals required for Building improvements removals, replacement, additions; restroom repair/remodel for accessibility with new plumbing fixtures, accessories, toilet partitions, finishes, lighting, power, signages, and doors. New addition to the existing building consist of 1524 square feet to include new public Men's & Women's restrooms with new plumbing fixtures, accessories, toilet partitions, finishes, lighting, power, signages, doors, and HVAC.

Exterior Building: Work includes replacement of selected roofing with new PVC roofing system, replacement of existing skylights, new addition of roof overhangs. Painting and repair existing exterior stucco. Replacement of existing windows with new security grill panels, doors, and light fixtures.

I. **Order of Work and Required Durations** - Order of work and maximum duration between start and stop of each type of work shall conform to the provisions of Section 6-1, "Construction Schedule and Commencement of Work", of the Standard Specifications and these Special Provisions and as noted below.

All work shown/described in Project No. 1795 Mills Park Bldg Renovations shall conform to the City of Carson Standard Drawings, the latest edition of the Standard Specifications, 2022 California Building Code, and these Specifications.

B. TECHNICAL SPECIFICATIONS

The Standard Specifications for the construction materials and construction methods as set forth in the "Standard Specifications for Public Works Construction", 2021 Edition and supplements shall be the Standard Provisions for all the Work to be done and the provisions of the Contract for the Work. In case of conflict between the Standard Specifications and these Technical Provisions, the Technical Provisions shall take precedence over and prevail over such conflicting portions.

C. TIME OF COMPLETION

The Contract time of completion shall be **200 working days** from the date of issuance of "Notice to Proceed", as specified in the Bidding Schedule. Long lead-time materials shall be ordered within 7 days from receiving the "Notice to Proceed."

D. COORDINATION WITH UTILITIES AND OTHER AGENCIES

The Contractor shall notify the Engineer of the City of Carson, Sheriff's Department, Fire Department, Refuse Collection Service, METRO (MTA), Torrance Transit, and Carson Circuit of any street closures two working days (48-hours) prior to the start of construction.

Agencies	**Phone Nos.**
Contract Administrator-Jesus Sanchez	(310) 952-1700 ext. 1380
City's Tree Maintenance Supervisor (Gregory MacDonald)	(310) 847-3520
Carson Sheriff's Station	(310) 830-1123
Carson Fire Station	(310) 638-6121
Waste Management	(310) 328-0900
EDCO Waste Services	(310) 540-2977
MTA (RTD)	(213) 972-4644
Torrance Transit	(310) 618-6266 / 781-6920
Carson Circuit	(310) 835-0212 ext.1781
California Water Service Company	(310) 257-1479
Golden State Water Company	(310) 660-0320
Southern California Gas Company	(310) 687-2032
Southern California Edison Co. (SCE)	(310) 608-5001
McCormick Ambulance	(310) 349-8900
Metro Fiber Networks, Inc	(757) 890-0143
Century	(800) 244-1111 & (800) 788 3600
Dig Alert	811

Affected Utilities

The Contractor shall notify Dig Alert, and all affected public utilities two working days (48-hours) in advance of any excavation in the vicinity of their facilities.

If the Contractor finds evidence of utilities not shown on the Plans, he/she shall notify the Owner immediately.

Compensation for notifications to and coordination with other agencies shall be included in the various bid prices in the Proposal and no additional compensation shall be allowed therefore.

E. NOT USED

F. DEFINITION OF BID ITEMS

The lump sum and unit prices to be paid for the items listed in the Bid and as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in furnishing and installing the materials complete and in place, in accordance with the details shown on the Plans, as specified herein, and as directed by the Engineer of the City of Carson.

All incidental work which is neither shown on the Plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the Plans and as specified herein, shall be furnished and installed as though such work were shown on the Plans or specified, and no additional compensation will be allowed therefore.

Existing improvements in areas adjoining the property wherein demolition and removal is being performed shall be protected from injury or damage resulting from operations of the Contractor and the Contractor shall be responsible for such damage. In a like manner any building, structure, grass, tree, shrub, irrigation system or other item on the property where demolition and removal is being performed shall be similarly protected and preserved or replaced in kind by and at the Contractor's expense

PROJECT NO. 1795: Mills Park Bldg Renovations

SITE BID ITEM DESCRIPTIONS

(The following descriptions are provided for summary reference. The Construction Plans shall supersede quantities, sizes, dimensions, or any conflicting information stated within these descriptions)

BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)
BID ITEM(s) S1:

Mobilization shall consist of preparatory work and operations including all of the labor, equipment, tools, supplies, costs, insurance, arrangements, and all others that are 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 including, but not limited to, bonds, insurance, securing an adequate storage site for equipment and materials, and construction site fencing prior to beginning work on the various contract items on the project site.

The cost of time, materials, and labor to move the necessary construction equipment to and from the 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 at all times and for all non-working days during the construction period shall have been included in the bid.

PAYMENT

Payment for the preceding shall be included in the LUMP SUM for mobilization and shall be considered full compensation including the cost for obtaining all the required business licenses and permits.

TRAFFIC CONTROL AND WORK SITE PROTECTION
BID ITEM(s) S2:

1.1 DESCRIPTION

Traffic control, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specifications and the current requirements set forth in the "Manual of Traffic Controls for Construction and Maintenance Work Zones" and "Manual on Uniform Traffic Controls" published by the Department of Transportation, State of California, these Technical Provisions, and as directed by the Engineer.

1.2 PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged new improvements as a result of vandalism (i.e., vehicle tracks, footprints, writing, etc.). If deemed necessary by the City, the Contractor shall repair, at its cost, the defective area in accordance with these Technical Provisions.

1.3 CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "Manual of Traffic Controls for Construction and Maintenance Work Zones". The traffic control system shall be installed prior to starting work and shall not be removed until all work has been completed.

Also, in conjunction to the public relations effort, Contractor shall supply and erect project construction information signs at the designated locations as determined by the City. Such signs shall conform to the City's specifications. Specific verbiage to be determined by the City. There shall be a minimum of two (2) such signs posted.

1.4 TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Technical Provisions.

The Contractor shall cooperate with the Engineer relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to the park drive areas.

Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment in the work zone or on

adjacent roads is not permitted. Parking of construction equipment shall be confined to the approved storage site.

1.5 STRIPING

Temporary striping and marking for traffic control if required shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

1.6 RESTRICTIONS ON SITE CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide reasonable access to the existing park facilities and have no greater quantity of work under construction that can be properly constructed with a minimum of inconvenience to the public.

PAYMENT

Payment for traffic control shall be made at the contract **LUMP SUM** price bid and shall be considered full payment for furnishing all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with the Standard Specifications and these Technical Provisions.

DEMOLITION AND SITE CLEARING
BID ITEM(s) S3:

Perform demolition work in a pre-planned, systematic, efficient, and orderly manner. Deploy customary and acceptable methods as required to complete the Work indicated on the Plans in accordance with governing regulations.

Provide services for effective air and water pollution controls as required by City and County Air Pollution Control District and the Southern California Air Quality Management District.

1.1 DISPOSAL OF DEMOLISHED MATERIALS

All removed materials not salvaged or reused shall be removed from the project site no later than the end of each work day and transported legally for disposal at a qualified site.

If hazardous materials are encountered, notify the City Inspector immediately.

Burning of removed materials is not permitted.

1.2 ADJUSTMENT OF EXISTING SANITARY SEWERAGE, WATER, GAS, ELECTRICAL AND TELECOMMUNICATION SYSTEMS

All existing utility facilities, i.e. manholes, vaults, irrigation boxes, valve cans, etc. may or may

not have been indicated on the plans. While these items are not expected on this project, the Contractor is nevertheless hereby made aware that such encounter will require the contractor to bear the cost to raise ALL to finished grade at no additional cost to the City.

Drawings show existing major underground utilities using the best information available. Verification of existing utilities and the actual locations are the Contractor's responsibility.

Any utility inadvertently damaged by the Contractor shall be immediately called to the City's attention for shutoff and then be immediately repaired by the Contractor at its own cost within 4 hours.

1.3 CLEANUP AND REPAIR

The Contractor, at the end of each workday, shall dispose of all removed materials from the site. The Contractor also shall protect the site and the new improvements from vandals or other damages at all times until City acceptance.

PAYMENT

Payment for demolition and site clearing shall be made at the contract **LUMP SUM** included in the bid price and shall have included all of the costs for labor, equipment, supplies, tools, haulers, permit and disposal dump fees, security personnel, and other items of work to dispose of all unwanted materials and to clear, protect, and maintain the jobsite at no additional cost to the City.

EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, AND CONCRETE IMPROVEMENTS

BID ITEM(s) S4:

Earthwork, removal and grading, removal and disposal of unclassified excavation, structural excavation, import of selected backfill as indicated on Plans, removal of asphalt concrete pavement, sidewalk, driveways, etc. for proposed improvements shall conform to the applicable portions of Section 300 of the Standard Specifications for Public Works Construction and recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc. Such work shall include all the cost of all labor, equipment, tools, supplies, and all other costs required to:

- Arrange with DigAlert to mark all potential interfering underground wet and dry utilities within the work limits;
- To the extent possible search, identify, and mark other underground utilities that were not identified by DigAlert;
- Expose, cut, and cap all existing irrigation lines and components along the excavate limits;
- Excavate, remove, and properly dispose of existing interfering soil and landscape materials;

- Remove and dispose of all interfering tree roots and organic matters. Root prune as described on the Landscaping Plan; and
- Grade to the elevations shown on plans. Backfill all voids and holes with similar and clean materials. Import as needed.
- Remove, and dispose of existing subgrade and compact soil backfill under the new concrete walks and basketball court, and other areas of work as shown on the Plans and in accordance with the Geotechnical Report.

PAYMENT

Payment for this item shall be made per the contract **LUMP SUM** bid price for removal and disposal/export of excavated material and no additional compensation for this item of work shall be made.

WATER POLLUTION CONTROL
BID ITEM(s) S5:

Construction activities will be conducted in a manner to protect channels, storm drains, and bodies of water from pollution. Water pollution control work shall consist of activities necessary to meet the requirements of the City's National Pollutant Discharge Elimination System (NPDES) Area wide Urban Storm Water Runoff Permit, the County's Drainage Area Management Plan (DAMP), The State's General Construction Activities Permit (Order No. 2009-0009-DWQ, NPDES No CAS000002, adopted September 2, 2009 and effective July 1, 2010), and as required by the Engineer. The Contractor shall coordinate water pollution control work with all other work done on the contract.

The Contractor shall be required to comply with all requirements of the NPDES Permit, including preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP). Two (2) hard copies and one (1) electronic copy of the SWPPP shall be submitted to the City for review and approval. A hard copy of the SWPPP shall be retained on-site at all times as long as the contractor is responsible for the project site conditions.

Implementation of the SWPPP shall not reduce effectiveness of existing storm drain system or interfere with traffic on public streets. The Contractor will implement the SWPPP and make changes both to the SWPPP and in the field as conditions warrant it. The Contractor will be solely responsible to prevent any pollutants from leaving the site.

The Contractor shall notify the City of Irvine's Stormwater/Wastewater Compliance Specialist immediately upon request from any regulatory agency to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to stormwater pollution control work. The Contractor shall provide copies of correspondence, notices of violation, enforcement actions, or fines proposed by regulatory agencies to the City's Stormwater/Wastewater Compliance Specialist.

Failure to update, implement and maintain the SWPPP will result in withholding of any progress payment(s) to the Contractor. Re-inspection staff costs due to NPDES non-compliance will be billed to the Contractor in 15-minute increments if the Contractor fails to maintain the site, water pollution testing data, Contractor inspection forms, and/or reports as detailed in the WPCP and as site conditions warrant. Contractor will also be responsible for any enforcement actions and penalties enacted on the City by the State Water Resources Control Board, Regional Water Quality Control Board, and/or any other agency due to Contractor's non-compliance with applicable water pollution regulations. Progress payments and/or final payments may be withheld to cover enforcement liabilities which include, but are not limited to, maximum financial penalties, legal costs, staff costs, economic savings from violations and/or costs associated with corrective actions as required by enforcing agency.

Contractor shall install erosion and sediment control measures as indicated on Improvement Plans.

PAYMENT

Payment for water pollution control and complying with NPDES requirements shall be at the contract **LUMP SUM** bid price and shall be full compensation for all items of work and all appurtenant work including installation of all erosion and sediment control measures and furnishing all labor, materials, tools, equipment and incidentals.

CURB RAMP
BID ITEM(s) S6:

Curb ramps shall be constructed in accordance with standards and details as indicated on Plans.

Concrete shall be saw cut along all removal lines. The locations for access ramp are shown on the Plans. The Contractor is responsible for inspecting each location prior to submitting a bid.

Detectable warning surface for the access ramps shall be cast-in-place or surface mounted tactile tiles by Armor Tile or approved equal. The color shall be yellow at all locations. Detectable warning surface shall be installed in conformance with Standards indicated on Plans, these Special Provisions, and the manufacturer's recommendations. The finished surface shall be free from blemishes.

1.1Submittals

A.Product Data: Submit manufacturer's literature and cut sheets describing products, installation procedures and routine maintenance.

B.Samples: Submit two tile samples of the kind proposed for use (minimum size 6" by 8").

C.Shop Drawings: For fabrication details; composite structural system; tile placement plans including joints, materials to be used and installation materials and procedure.

D.Materials Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile tile system as certified by a qualified independent testing laboratory.

E.Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

The manufacturer shall provide a written five-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the project.

PAYMENT

Payment for access ramps and installing detectable warning surface shall be at the contract unit price per EACH in place. Payment shall include full compensation for all labor, material, equipment, tools, and incidentals necessary to complete all work in place and no additional compensation shall be made.

FULL DEPTH AC (2' WIDE X 1' DEEP)
BID ITEM(s) S7:

Asphalt concrete (AC) shall conform to provisions of Sections 203 (except Section 203-6.4.2), 302-5 and 400 of the Standard Specifications, except where superseded by these and these Special Provisions.

PAYMENT

Payment for full depth AC shall be per **SQUARE FOOT**, and shall include full compensation for removal of existing pavement and aggregate base, labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

PVC DRAIN PIPE, DRAIN INLETS, AND PARKWAY DRAIN
BID ITEM(s) S8, S9, S10, S11, S12,13, S14:

These items are for the construction of drainage improvements shall conform to Standard Specifications and to the details shown on Improvement Plans.

PAYMENT

Payment for installation of 4", 6" and 8" PVC SDR 35 drain pipe shall include excavation, backfill and backfill compaction and shall be paid at the contract unit price bid per **LINEAR FOOT** and

no additional compensation shall be made. Payment for this item shall also include connecting the proposed PVC drain to existing inlet box per details on plans.

Payment for drain inlets and parkway drains shall be paid at the contract unit price bid per **EACH** and no additional compensation shall be made.

VCP WASTE LINE

BID ITEM(s) S15, S16, S19:

This item shall construct a 4" VCP (extra strength) waste line and construction of sewer lateral connecting to the existing sewer on Central Avenue.

The waste line and sewer cleanouts installation and the sewer main connection work shall conform to the applicable portions of the Standard Specifications and these Technical Provisions.

1.1 COMPACTION

Bedding and backfill materials acceptance and testing shall be performed per the Standard Specifications

Compaction for bedding and cover materials shall conform with the Standard Specifications and these Technical Provisions.

Trench backfill material for bedding, around pipe, and up to 12" from the bottom of asphalt concrete roadway surfacing shall be compacted to at least 90% relative compaction.

Trench resurfacing shall be performed per the City of Carson Standards and as directed by the Engineer.

1.2 PIPELINE

Pipeline shall be VCP extra strength. The Contractor at its own cost may substitute a higher strength pipeline product for the Engineer's consideration and approval.

1.3 CLEANOUTS

Cleanouts shall be of high quality PVC material and are compatible for attachment to the pipeline. The units shall have included all of the necessary installation fittings and adaptors.

1.4 PIPELINE JOINTS

All pipeline joints shall be made and tested leak free prior to trench placement.

1.5 PIPE EXCAVATION AND BACKFILL

Excavation and backfill for all waste line pipes and appurtenances shall be done in accordance with Sections 306-1.1 and 306-1.3 respectively, of the Standard Specifications, the Project Plans, and these Technical Provisions.

No excavated native material can be re-used for backfill unless approved by the Engineer. All excavated native material shall be removed and disposed of, off site, at the end of each day.

PAYMENT

Payment for VCP waste line shall be made at the contract **LINEAR FOOT** bid price and shall have included full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved, including installation of sewer cleanouts, potholing existing 6-inch sewer main for condition and connection invert elevation, control of ground and surface water, preparation of subgrade, compaction, testing, excavation, native and subgrade removals, bedding, backfill, furnishing and installing the waste lines, and connecting the new lines to the existing sewer main and outdoor shower.

Payment for sewer cleanouts shall be made at the contract **EACH** bid price and shall have included full compensation for furnishing and installing the cleanouts at locations shown on the Plans and no additional compensation shall be made.

The cost of all other customary labor and appurtenances and the clearing all obstructions encountered during the work not shown on the Plans but must be completed for a functional system complete in place shall have been included in the bid price and no additional compensation shall be made.

2" and ¾" WATER SERVICE
BID ITEM(s) S17, S18:

This item shall construct 2" water piping, backflow preventer, and ¾" water service with gate valve rinse to shower and its appurtenances as shown on the Plans. Water connections shall be made to the existing water main on Central Avenue and the water tank shown on the Plans.

1.1 SYSTEM COMPONENTS

The components to be furnished and installed, at a minimum, shall include PVC SCH-80 (or better) piping, 90-degree bends, "T"s, gate valves, thrust blocks, hardware, fittings, and other appurtenances required for a functional system complete in place.

1.2 PIPELINE

Pipeline shall be PVC SCH-80. The Contractor at its own cost may substitute a higher strength pipeline product for the Engineer's consideration and approval.

1.3 PIPELINE JOINTS

All pipeline joints shall be made and tested leak free prior to trench placement.

1.4 BRACING AND SHORING

The Contractor as a part of the Work shall brace and shore the work site if the installation work requires a trench that is 5-feet or deeper.

1.5 PIPE EXCAVATION AND BACKFILL

The Contractor, with the Engineer's prior approval, may reuse excavated clean native material as backfill. Backfill shall be compacted to a minimum of 90% relative compaction prior to placing topsoil for resurface restoration per the Plans. Where the water line is to be installed below and across existing concrete improvements, the Contractor at its sole expense may request approval from the Engineer to perform trenchless construction to avoid making concrete replacements as a part of the price bid.

1.6 DISINFECTION

The Contractor shall disinfect the installed system in accordance to the applicable County and State Rules and Regulations. Such disinfection work shall be witnessed by the Engineer and/or his designee.

PAYMENT

Payment for 2" water service including backflow preventers at locations indicated on plans shall be made at the contract **LINEAR FOOT** and ¾" water service shall be made at the contract **LUMP SUM** bid price and shall have included full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the listed and unlisted work for a functional system complete in place.

Payment for installation of gate valve shall be included with ¾" water service and no additional compensation shall be made.

CONCRETE CURB (6" CURB FACE)

BID ITEM(s) S20:

Work shall be performed in accordance with provisions of Sections 201, 303, and 400 of the Standard Specifications. If not specified, concrete shall be in accordance with provisions of Section 201-1 of the Standard Specifications.

Subgrade preparation shall conform to the provisions of Section 301-1 of the Standard Specifications. A relative compaction of 90% is required for subgrade and 95% for aggregate base. Each location shall be inspected prior to placement of the concrete.

Remove and replace defective concrete work with new materials. Permission to patch any defective areas shall not be a waiver of the Engineer's right to require complete removal of defective work if patching does not restore quality and appearance of work.

No advertising impression, stamp, or mark of any description will be permitted on the surface of any concrete or cement finish.

The Contractor shall ensure that the job site is swept clean upon vacating the stockpile site. No excavated or removed dirt or concrete shall be stockpiled.

The Contractor shall remove all debris and perform all cleanup work to the satisfaction of the Engineer within two (2) calendar days after forms have been removed at any location.

The Contractor shall submit the concrete design mix to the City Engineer prior to ordering the materials. The submittals shall not be more than six months old.

1.1 COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE

All concrete aggregate shall be per Section 200-1.4 of the Standard Specifications.

1.2 INSPECTIONS

The Contractor shall call for inspections during all form work prior to pouring. The Contractor shall notify the Engineer one working day prior to pouring any concrete. Any work covered prior to inspection shall be opened to view by the Contractor at his/her expense.

1.3 CURB

Curb height to match existing conditions. Curb shall be constructed in accordance with the APWA standard plan 120-3 and these Special Provisions.

The Contractor shall have three (3) working days to complete the curb and gutter reconstruction at each location.

PAYMENT

Payment for PCC curb shall be at the contract unit price per **LINEAR FOOT** in place. Payment shall include full compensation for all labor, material, equipment, tools, and incidentals necessary to complete all work and no additional compensation shall be made.

6" THICK REINFORCED PCC PAVING

BID ITEM(s) S21, 22, AND 23:

All concrete work shall conform to Section 201-1 of the Standard Specifications and these Special Provisions.

PRODUCTS

1.1 CRUSHED AGGREGATE BASE

A. Crushed aggregate base will consist of entirely crushed rock and rock dust conforming to the requirements of Subsection 200-1.2 for ¾-inch crushed aggregate, of the Standard Specifications. Percentage of wear and grading will conform to Subsections 200-2.2.1 and 200-2.2.2 of the Standard Specifications. Maximum size aggregate will be ¾-inch.

1.2 CONCRETE FLATWORK

A. Concrete flatwork shall have a minimum compressive strength at 28 days of 4,250 psi.

B. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.

C. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.

D. Fine aggregate shall consist of washed natural sand having hard, strong and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter or other deleterious substances.

E. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

F. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

G. Each component of the concrete mix shall be supplied from the same source for the entire project.

H. Minimum 0.53 water/cement ratio.

1.3 PROPORTIONS AND MIXING

A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.

B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	**Maximum Slump Inches**	**Maximum Water-Cement Ratio**
Footings, foundation walls, and mass concrete, not reinforced	3.5” ± 0.5”	0.53
Slabs on grade, reinforced and non-reinforced	3.5” ± 0.5”	0.53
Reinforced concrete over 8” thick	4	0.53
Reinforced concrete 8” or less thick	4-1/2	0.53
All other concrete	4	0.53

C. The concrete shall be mixed as follows:

1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.

2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.

4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

EXECUTION

1.1 PLACING CONCRETE

A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, and so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in final position within ninety (90) minutes after water is first added to the batch.

B. Maximum free drop of concrete shall not be more than 5’-0”. Use tremies in deep sections.

C. The location of all stoppages shall be approved by the Engineer.

D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be as directed by the Engineer.

E. Before the placing of any concrete, the surface of the previously poured concrete shall be wet.

F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.

G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

1.2 CEMENT FINISH

A. Compact and tamp concrete as specified to bring 3/8" of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

B. The color for concrete paving shall be as shown on the plans.

1.3 EXPANSION AND CONTROL JOINTS

A. Expansion joint material shall be as noted on the Plans.

B. Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.

1. Expansion joints shall be a maximum of twenty feet (20') apart, with control joints a maximum of ten feet (10') apart. Exception to this are specialty work joints which will be laid out as shown on the Plans.

2. The Contractor shall obtain the Engineer's approval of layout showing proposed location of joints before pouring concrete.

C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H or approved equivalent.

1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.

2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer has fully cured.

4. A light dusting of fine sand will be required over wet sealer. Contractor to discuss option with City Engineer.

1.4 QUALITY CONTROL

A. Smoothness tolerance exterior cement finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8". Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.

B. Inspections will be provided as necessary. Call for inspection two (2) working days prior to need.

C. The Contractor shall call for inspection during specific phases of construction. They shall include:

1. All form work prior to pouring.

2. All footings prior to pouring.

3. Subgrade prior to pouring.

4. Drag form approval.

D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

1.5 TESTING

A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.

1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.

2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.

1.6 REINFORCING STEEL

Reinforcing steel shall conform to Section 201-2 of the Standard Specifications.

Reinforcing steel shall be epoxy coated grade 60 steel conforming to ASTM A 615 with 2-inch minimum cover unless otherwise shown on the Plans.

PAYMENT

Payment for 6" thick concrete walkway over 6" thick crushed aggregate base shall be per **SQUARE FOOT**, complete in place, and shall be in conformance with the provisions of Subsection 201-2.4, "Measurement and Payment" of the Standard Specifications. Full compensation for labor, materials, and equipment to complete the construction is considered as included in the price paid, and no additional compensation shall be made.

Excavation and disposal of excavated material in conformance with recommendations of a Geotechnical Report prepared by Global Geo-Engineering, Inc., included in the Appendix of these Specifications, and as detailed on Plans will be paid under Bid Item 4 of these Specifications.

12 X 24 PEDESTRIAN PAVER

BID ITEM(s) S24:

This Bid Item shall include all material, equipment and labor necessary to install 12 x 24 pedestrian pavers as detailed on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a square foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

EXTERIOR ELETRICAL AND LIGHTING

BID ITEM(s) S25:

This Bid Item shall include all material, equipment and labor necessary to replace and upgrade the current light fixtures and installation of new security and sports lighting as described in the Bid Set Electrical plans, specifications and City of Carson standards.

Payment for this Bid Item shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

CONCRETE CURBS AND BANDS

BID ITEM(s) S26, S27, S28, S29, S30, S31, S32:

This Bid Item shall include all material, equipment and labor necessary to construct concrete containment curb and bands as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

BUILT-IN BLEACHER SEATING

BID ITEM(s) S33:

This Bid Item shall include all material, equipment and labor necessary to construct built-in bleacher seating as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

CONCRETE POUR-IN-PLACE RETAINING WALL A

BID ITEM(s) S34:

This Bid Item shall include all material, equipment and labor necessary to construct concrete pour-in-place retaining wall A as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

CONCRETE POUR-IN-PLACE RETAINING WALL B

BID ITEM(s) S35:

This Bid Item shall include all material, equipment and labor necessary to construct concrete pour-in-place retaining wall B as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

CONCRETE POUR-IN-PLACE RETAINING WALL C

BID ITEM(s) S36:

This Bid Item shall include all material, equipment and labor necessary to construct concrete pour-in-place retaining wall C as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

SHADE STRUCTURE – 9' X 15'

BID ITEM(s) S37:

This Bid Item shall include all material, equipment and labor required to provide and install 1 premanufactured shade structure as indicated on the approved construction documents, specifications and City of Carson standards. Stage shade structure shall be from POLIGON INC. No substitution of equipment shall be allowed. Materials and installation shall meet manufacturer's specifications and shall be to the satisfaction of the Project Manager. Contractor shall prepare and submit shop drawings, for review, approval and acceptance by the City of Carson.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

METAL FENCING (4-1/2 HEIGHT)

BID ITEM(s) S38:

Work under this bid item shall include all costs associated with the fabrication and installation of metal fencing (4-1/2 height) as indicated on the Plans and the Landscape Construction Material Schedule on sheet L-300 in the Construction Documents and specifications Section 32 31 19 Metal Fence, Section 03 10 00 Concrete Formwork, and Section 03 30 53 Miscellaneous Concrete.

PAYMENT

Payment for metal fencing (4-1/2 height) shall be paid at the linear foot contract unit price as set forth in the Project Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, steel plates, paint, fittings, hardware, and incidentals for doing all work involved in hauling, excavation, lifting, erecting, trenching, compaction, backfilling, preparation of sub grade, testing, painting, coating, and installing Fence posts including footings and Fence Panels complete and operative in place as shown on the plans, specifications. No additional compensation shall be allowed.

HANDRAIL @ STAIRS

BID ITEM(s) S39:

This Bid Item shall include all material, equipment and labor necessary to install handrail @ stairs as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

GUARDRAIL

BID ITEM(s) S40:

This Bid Item shall include all material, equipment and labor necessary to install guardrail as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

STAIRS

BID ITEM(s) S41:

This Bid Item shall include all material, equipment and labor necessary to construct stairs as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a linear foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

SPLASH PAD GROUND SPRAYS

BID ITEM(s) S42:

Work under this bid item shall include all ground sprays including controls and appurtenances for the new recirculating splash pad. These items shall conform the plans and standard details included in the Construction Plans and Specifications Section 13 14 00 Splash Pad Play Equipment.

PAYMENT

Payment for splash pad ground sprays shall be made at the Lump Sum (LS) contract unit price bid as shown in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, and incidentals, and for doing all work involved in hauling, lifting, excavation, trenching, compaction, backfilling, adjusting to grade, and installing pipes and plumbing connections, fittings, trust blocks, valves, valve boxes, and connections to the existing and new domestic water pipes and electrical complete and operative in place as shown on the plans and specifications. No additional compensation will be allowed.

SPLASH PAD UNDERGROUND COLLECTOR TANK

BID ITEM(s) S43:

Work under this bid item shall include installation of underground collection tank for the new recirculating splash pad. These items shall conform the plans and standard details included in the Construction Plans and Specifications Section 13 14 00 Splash Pad Play Equipment.

PAYMENT

Payment for splash pad underground collector tank shall be made at the Lump Sum (LS) contract unit price bid as shown in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, and incidentals, and for doing all work involved in hauling, lifting, excavation, trenching, compaction, backfilling, adjusting to grade, and connections to the existing and new domestic water pipes and electrical complete and operative in place as shown on the plans and specifications. No additional compensation will be allowed.

SPLASH PAD MECHANICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION, UV FILTRATION, EYE WASH, DIVERTER VALVE, UNISTRUT, RAIN DIVERTER, DRAINS, PIPES AND PLUMBING CONNECTIONS

BID ITEM(s) S44:

Work under this bid item shall include all Splash Pad Mechanical Equipment including: reservoir, drains, manifold, controller, diverter valve, filtration, & treatment, pump, eye wash, signage uni-strut, collection tank, pipes and plumbing connections and appurtenances to serve the new recirculating Splash Pad. These items shall conform the plans and standard details included in the Construction Plans and Specifications Section 13 14 00 Splash Pad Play Equipment. Water connections shall be made at the new water meter as per approved Water Improvement Plans.

PAYMENT

Payment for **Splash Pad Mechanical Equipment including pump, chemical filtration , uv filtration, eye wash, diverter valve, Unistrut, rain diverter, drains, pipes and plumbing connections** shall be made at the **Lump Sum (LS)** contract unit price bid as shown in the Bid Schedule and shall be considered full compensation for furnishing labor, materials, tools, equipment, containers, and incidentals, and for doing all work involved in hauling, lifting, excavation, trenching, compaction, backfilling, adjusting to grade, and installing Pump, Chemical Filtration, UV Filtration, Eye Wash, Drains, Signage, Diverter Valve, Unistrut, Drains, pipes and plumbing connections, fittings, trust blocks, valves, valve boxes, and connections to the existing and new domestic water pipes and electrical complete and operative in place as shown on the plans and specifications. No additional compensation will be allowed.

REMOVABLE TETHERBALL POST

BID ITEM(s) 45:

This Bid Item shall include all material, equipment and labor necessary to provide and install Removable Tetherball Post as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for removable tetherball post shall be on a per unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS

BID ITEM(s) 46:

This Bid Item shall include all material, equipment and labor necessary to provide and install Flagpole w/ Decorative Pedestal and Uplights as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for flagpole w/ decorative pedestal and uplights shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

DIGITAL SIGN

BID ITEM(s) 47:

This Bid Item shall include all material, equipment and labor necessary to provide and install digital sign as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for digital sign shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

ACCESSIBLE RINSE OFF SHOWER

BID ITEM(s) 48:

This Bid Item shall include all material, equipment and labor necessary to provide and install accessible rinse-off shower and plumbing as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a lump sum and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

6' DIA. TREE GRATE

BID ITEM(s) S49:

This Bid Item shall include all material, equipment and labor necessary to provide and install 6' dia. Tree grate as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

PEBBLE SEAT

BID ITEM(s) S50:

This Bid Item shall include all material, equipment and labor necessary to provide and install pebble seat as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

WASTE RECEPTACLE

BID ITEM(s) S51:

This Bid Item shall include all material, equipment and labor necessary to provide and install waste receptacle as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

ELECTRIC TANKLESS WATER HEATER

BID ITEM(s) S52:

This Bid Item shall include all material, equipment and labor necessary to provide and install electric tankless water heater as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

IRRIGATION SYSTEM MODIFICATIONS

BID ITEM(s) S53:

This Bid Item shall include all material, equipment and labor necessary to for modification of the existing irrigation system and construction of new valves, drip irrigation and bubblers. All related materials, such as drip line tubing, valves, conduit, sleeving under paving, boring, layout, testing, excavation, export, import, placement, and compaction of all necessary base, gravel, and soil materials, connecting to existing water line from meter inside pump house structure, backfilling the completed system, restoring all disturbed areas to “as good or better than” previous conditions, and all related work. All construction and installation of irrigation items are subject to the City of Carson Specifications. The plan is diagrammatic. Refer to notes, details, and legends to verify locations of irrigation equipment. Contractor shall carefully check and verify conditions on-site and be familiar with the location and details of on-site connections of water and power sources. Discrepancies between the plan’s elements and/or site conditions must be brought to the attention of the Engineer during bidding and prior to proceeding with

any work. Failure to do so will result in responsibility of the Contractor for any and all revisions that result therefrom.

All materials and equipment shall be new and shall conform to Sections 800 and 801 of the Standard Specifications. No substitution of equipment shall be allowed without prior written approval from the Inspector. Contractor shall submit data to support claims of equal performance. Standards of performance of specified materials and equipment shall be used as a performance standard; substitute material must match specified material. Equipment and materials shall be as called out on the irrigation legend.

Prior to installation, Contractor shall mark out, with chalk, all pressure supply lines and laterals indicating the location of existing sleeves to be utilized or a new sleeve to be bored in place without damaging the surface improvement. All lines shall have a minimum clearance of six inches (6") from each other. Flush all lines prior to installation of sprinkler heads.

All pressure mains shall be capped and tested at a hydrostatic pressure of 150 p.s.i. for a period of three (3) hours and proven water-tight prior to installing remote control valves. Any leaky valves, joint fittings, or pipe shall be replaced and the line re-tested. All pressure tests shall be performed in front of the Inspector. Contractor shall provide all equipment necessary to conduct hydrostatic testing and shall notify the Inspector 48 hours prior to hydrostatic testing.

When system is complete, Contractor shall perform a coverage test to determine that coverage is adequate and complete. Adjustments shall be made by the Contractor to compensate for site conditions and variations in grade: Heads shall be adjusted in height and alignment after planting is completed to ensure adequate coverage and that spray stream clears adjacent plant material.

Contractor shall demonstrate to the Inspector the operation of each system and piece of equipment. Contractor shall provide all manufacturers' data for all equipment. Contractor shall provide an "As Built" plan depicting, and dimensioning the actual location of lines, heads, valves, and controlling systems. Each valve for each controller shall be clearly shown and its station number shall be indicated. Contractor shall provide one set of reduced, colored controller charts for each controller.
Contractor shall guarantee that the system is free from defects and workmanship, for a period of one year from the filing of the Notice of Completion
Payment for this Bid Item shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

SOIL PREP & FINE GRADING

BID ITEM(s) S54:

This Bid Item shall include all material, equipment and labor necessary to blend, amend, provide soil sample tests and certifications, export or dispose of excess excavated materials, and rake smooth areas as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a square foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

WEED ABATEMENT

BID ITEM(s) S55:

Work under this bid item shall include all costs associated with Weed Abatement as required per the Landscape Planting notes in the Construction Plans and specifications Section 32 90 00 Landscaping. Weed Abatement shall comply with City of Carson standards. On-going weed abatement will be required during construction and into the construction maintenance period.

Payment for this Bid Item shall be on a square foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

ROOT BARRIERS

BID ITEM(s) S56:

This Bid Item shall include all material, equipment and labor necessary to provide and install root barriers as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

TREES - 36" BOX

BID ITEM(s) S57:

This Bid Item shall include all material, equipment and labor necessary to provide and install 36" box trees as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

SHRUBS - 5 GAL

BID ITEM(s) S58:

This Bid Item shall include all material, equipment and labor necessary to provide and install 5 gallon as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

SHRUBS - 1 GAL

BID ITEM(s) S59:

This Bid Item shall include all material, equipment and labor necessary to provide and install 1 gallon as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a unit basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

TURF REPAIR (SOD)

BID ITEM(s) S60:

This Bid Item shall include all material, equipment and labor necessary to clean and prepare ground surface and lay turf-sod as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a square foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

MULCH - 3" LAYER

BID ITEM(s) S61:

This Bid Item shall include all material, equipment and labor necessary to provide and install a 3" layer of mulch as indicated on the Bid Set construction documents, specifications and City of Carson standards.

Payment for this Bid Item shall be on a square foot basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

ONE HUNDRED AND TWENTY (120) DAY MAINTENANCE PERIOD

BID ITEM(s) S62:

This Bid Item shall include, but is not limited to, nurturing plant material to stimulate healthy growth, replacing dead or dying plants, rodent or pest removal, graffiti removal, trash and weed removal on a weekly basis, application of fertilizer twice during this maintenance period, repair damaged or vandalized irrigation heads and playground equipment, recompacting any sink holes or settling dirt, application of bark mulch to bare areas, and application of and herbicide for weed control if necessary. Maintenance period begins upon confirmation and written acceptance by Project Manager that all landscape installation is complete and all punch list items have been properly addressed. All plant material shall be in a healthy and thriving condition at the end of 120 days maintenance period. The maintenance period shall be extended, as needed, by the Inspector with no additional compensation to the Contractor.

Payment for 120-Day Maintenance Period shall be on a lump sum basis and shall include full compensation for labor, materials, and equipment necessary to complete this Bid Item and shall be no additional compensation will be allowed therefore.

MONUMENT SIGN

BID ITEM(s) S63:

This Bid Item shall include all material, equipment and labor necessary to provide and install Monument Sign as indicated on the drawings and per project specifications and City of Carson standards.

Payment for Monument Sign shall be on a per unit basis and shall include full compensation for labor, materials, shop drawings and equipment necessary to complete this Bid Item including excavation, foundation, existing utility exploration and no additional compensation will be allowed, therefore.

BUILDING BID ITEM DESCRIPTIONS

(The following descriptions are provided for summary reference. The Construction Plans shall supersede quantities, sizes, dimensions, or any conflicting information stated within these descriptions)

BUILDING STRUCTURE

BID ITEM(s) B1, B2, B4, B71:

This bid item includes, but is not limited to, the constructing of the building addition and the interior and exterior renovation work by providing all related materials, soils excavation, export of soils, import of soil, placement of soil, compaction of soil, backfilling, connections to structurally join together the existing building structure, and all necessary materials. To restore all disturbed areas to match conditions of adjacent undisturbed surfaces “as good or better than” previous conditions. The building structure includes all concrete, saw cutting, framing, footings, roof rafters, ceiling joists, exterior waterproofing, flashing, insulation, and plywood. Materials and installation shall meet the City of Carson standards and manufacturers’ specifications and shall be to the satisfaction of the Inspector.

Payment for the building structure bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing of all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

ROOF

BID ITEM(s) B7, B8, B9, B10, B11, B12:

This bid item includes, but is not limited to, the construction of the new roof and renovation of the existing roof by providing all related materials and equipment to remove the existing roofing material and all roof equipment, roof drains, overflow drains, equipment platforms, and patching and repairing all new and old penetrations per plan. The finished elements of the roof include all eaves, facia, plywood, DensGlass, PVC roofing system, PVC walking pads, flashing, roof drains, overflow drains, equipment platforms, and attic ventilation. See plans for more

information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the roof bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

CASEWORK AND COUNTERTOPS

BID ITEM(s) B5, B6, B74:

This bid item includes, but is not limited to, the preparation, material, and installation of all casework base and upper cabinetry, restroom vanities, solid surface countertops, heavy duty cabinet hardware, and plastic laminate finishes by providing all related materials and equipment to produce and install all items and maintain all required code and ADA compliance features as designated within the plans. Planning for installation, start and stopping, fillers, hardware, toe kicks, approach clearance by submitting shop drawing submittals and approvals to ensure the finished installation is to the standard of the client. See plans for more information. Provide all proper backing and support brackets, plywood substrate, countertop penetrations, mitering joints, sealers, caulking, hardware, power access so that all materials and installation shall meet the City of Carson standard of specifications and shall be to the satisfaction of the Inspector.

Payment for the casework bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

DOORS

BID ITEM(s) B14, B15, B16:

This bid item includes, but is not limited to, the constructing and installation of all doors at the interior and exterior of the building by providing all related materials and equipment to remove the existing doors, reframe, patch, and repair the rough opening per plan to receive to installation of new doors, door frames, and door hardware per plans. The finished elements of the doors include single hollow metal doors, double hollow metal doors, roll-up service door, metal door frames, door hardware, water proofing, electrification for key card access, and insulation. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the doors bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

WINDOWS

BID ITEM(s) B3, B13:

This bid item includes, but is not limited to, the constructing and installation of all windows, skylights, and storefront systems by providing all related materials and equipment to remove the existing windows, skylights, storefronts, reframe, patch, and repair the rough opening per plan to receive the installation of the new windows, skylights, or storefronts. The finished elements of the windows include the metal mullions, glazing, waterproofing, caulking, hardware, metal

security screens, anchor bolts, and blocking. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the window bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

PAINTING

BID ITEM(s) B18, B19:

This bid item includes, but is not limited to, the paint and stain work of all surfaces, interior and exterior, by providing all related materials, sanding, cleaning, priming, masking off adjacent areas, matching new build with existing elements for a seamless transition, caulking, wood staining, and painting of all elements. The area(s) of finished paint includes interior gyp, interior wood, interior door, interior door frame, exterior stucco, exterior wood stain, exterior doors, and exterior fascia. See plans for more information.

Payment for the Paint bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

TILE

BID ITEM(s) B20, B21:

This bid item includes, but is not limited to, the preparation, material, and installation of all floor and wall tiles by providing all related materials and equipment, mortar, cement board, thinset, grout, tile, and sealing. Planning for installation, start and stop points with shop drawing submittals and approvals to ensure the finished installation is to the standard of the client. Prepare all floor surfaces with a 1% minimum to 2% maximum slope for any nearby floor drain and provide a maximum 1/8" grout size. The areas to receive tile include the kitchen floor, meeting room wall alcoves, exterior kitchen walls, interior restroom floors and walls, and exterior restroom floors and walls. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the tile bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

MISCELLANEOUS INTERIOR FINISHES

BID ITEM(s) B17, B22, B23, B24, B25, B26:

This bid item includes, but is not limited to, the preparation, material, and installation of all miscellaneous interior finishes by providing all related materials and equipment to sufficiently install on all surfaces with the proper material finish. Planning for installation, start and stop points, trims, adhesives, nails, and underlayment with shop drawing submittals and approvals to ensure the finished installation is to the standard of the client. See plans for more information.

Fiberglass Reinforce Panel (FRP): Prepare all surfaces to receive finish according to manufacturer standards, including required outside corners, top caps, adhesive, base trims, and color matched caulking. See interior elevations for more information.
Luxury Vinyl Tile (LVT): Prepare all surfaces to receive finish according to manufacturer standards, including proper underlayment and waterproofing, adhesives, and baseboards. See interior elevations for more information.
Wall Mirrors: Prepare all surfaces to receive mirrors according to manufacturer's standards, including blocking at all mounting locations, hanging hardware, and adhesives. See interior elevations for more information
Rubber Base: Prepare all surfaces to receive finish according to manufacturer standards, including required adhesives. See interior elevations for more information.
Gyp Board: Prepare all framing to receive finish according to standard construction practices. Maintain a level 4 and level 5 finish at all interior gyp boards scheduled to receive a paint finish. See interior elevations for more information and section 3.4 of the technical specification 092900.
Cement Board: Prepare all framing to receive finish according to standard construction practices. Tape and cement over any seams and prepare the surface for all finished tiles. See elevations for more information
Polished Concrete: Prepare all exposed interior concrete to receive finish according to manufacturer standards, include an approved densifier, dye, stains, sealer, and polisher. Provide slip resistant finish at required areas and sample to architect/owner for approval. See plans for more information.

Payment for the miscellaneous interior finishes bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

MISCELLANEOUS EXTERIOR FINISHES

BID ITEM(s) B70, B73:

This bid item includes, but is not limited to, the preparation, material, and installation of all the exterior building finishes by providing all related materials and equipment to sufficiently install on all surfaces with the proper finish. Planning for installation, start and stop points, trims, and control joints by submitting shop drawing submittals and approvals to ensure the finished installation is to the standard of the client. See plans for more information.
Stucco: Prepare selected existing walls and all new exterior walls to receive stucco finish according to manufacturer standards including fasteners, sheathing, weather barrier, lathe, mesh prep coat, base primer, and finish coat with a sand level finish. See exterior elevations for more details.
Toung and Groove (T&G): Prepare the underside of the new roof overhang to receive finish and provide all backing, nails, and metal trims to install according to manufacturer standards. Prepare material to receive stain finish and sealer. See plans for more information.

Payment for the miscellaneous exterior finishes bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and

incidentals necessary to complete all the work in place and no additional compensation shall be given.

PLUMBING ACCESSORIES

BID ITEM(s) B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B47:

This bid item includes, but is not limited to, the preparation, material, and installation of all plumbing accessories by providing all related materials and equipment to sufficiently install all items whether recessed, surface mounted, or partition mounted. Provide all required blocking and attachments for the proper number of accessories and verify all quantities and locations. The areas to receive such accessories are the kitchen, interior restrooms, janitor closet, and exterior restrooms. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the plumbing accessories bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

KITCHEN EQUIPMENT

BID ITEM(s) B41, B42, B43, B44, B45:

This bid item includes, but is not limited to, the preparation and installation of all kitchen equipment by providing all related materials and equipment to sufficiently install and connect all items to required power and utilities so that they are fully functioning. Provide all required blocking and attachments for the proper mounting and services lines. See drawings for exact locations and requirements. The equipment includes the stove, microwave, refrigerator, ice maker, garbage disposal, and exhaust hood. See plans for more information.

Payment for the kitchen equipment bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

PLUMBING

BID ITEM(s) B48, B49, B50, B51, B52, B53, B54, B55, B56, B57:

This bid item includes, but is not limited to, the constructing of the plumbing scope by providing all related material, fasteners, blocking, piping, connections too new and too existing elements and utilities, plumbing fixtures, insulation, power, and equipment. Plumbing includes a new water heater, mixing valve, back supports, flushometer, venting pipes, supply pipes, sewer connections, water closets, urinals, lavatories, floor drains, floor sinks, P-traps, mop sink, faucets, and drinking fountain. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the plumbing bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

MECHANICAL

BID ITEM(s) B58, B59, B60, B61:

This bid item includes, but is not limited to, the constructing of the mechanical scope by providing all related material, fasteners, blocking, ducting, exhausts, air balancing and connections new and to existing elements and utilities, insulation, power, and equipment. The mechanical includes an HVAC system, duct work, supply and return registers, air balancing, heat pump unit, exhaust fans, exhaust hood ducting, insulation, service risers, thermostat, sensors. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the mechanical bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

ELECTRICAL

BID ITEM(s) B62, B63, B66:

This bid item includes, but is not limited to, the constructing of the electrical scope by providing all required and related material, removal of existing elements per plan, repair, and preparation to receive new work, connection to utilities and "existing to remain" features such as panels/breakers, modify switchgear circuiting, new circuiting to receptacles, lighting, and switching. Electrical includes distribution, sensors, data, and communication conduits, switching, circuiting, exit signage, receptacles, wiring for interior/exterior light fixtures. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the electrical bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

LIGHTING

BID ITEM(s) B64, B65, B67:

This bid item includes, but is not limited to, the constructing of the electrical scope by providing all required and related material, removal of existing elements per plan, repair, and preparation to receive new work, connection to utilities and "existing to remain" features such as panels/breakers, modify switchgear circuiting, new circuiting to receptacles, lighting, and switching. Electrical includes distribution, sensors, data, and communication conduits, switching, circuiting, exit signage, receptacles, wiring for interior/exterior light fixtures. See plans for more information. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the electrical bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

FIRE SYSTEMS

BID ITEM(s) B68, B69:

This bid item includes, but is not limited to, the retention and reinstallation of existing or new fire suppression features associated with the building, by providing all related materials and equipment to sufficiently install and connect all items to be fully functioning. Provide all required blocking and attachments for the proper mounting and required lines to connect to all necessary utilities. Coordinate new fire alarm system, sensors, strobes, pull stations to comply with all applicable codes and building safety requirements. Materials and installation shall meet the City of Carson standards and manufacturers' specifications and shall be to the satisfaction of the Inspector.

Payment for the fire system bid items shall be as defined in the bid schedule. This shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all the work in place and no additional compensation shall be given.

SPECIFICATIONS FOR

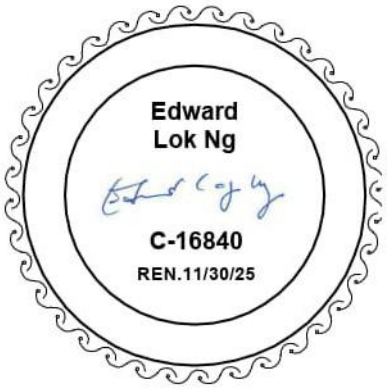
MILLS PARK BLDG RENOVATIONS

CARSON, CALIFORNIA

PREPARED FOR:
THE CITY OF CARSON, CALFORNIA

April 2025

PREPARED BY:
BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
(562) 912-7900



DOCUMENT 000101
PROJECT TITLE PAGE

Title	:	**Mills Park Bldg Renovations**
Client Agency	:	CITY OF CARSON 701 CARSON ST B24, CARSON, CA 90745 CONTACT: RAYMOND VELASCO Tel: (310) 952-1700X1840
Location	:	1340 E. Dimondale Dr., Carson, CA 90745
Project Manager	:	Raymond Velasco Public Works Ops Manager
Consultant	:	Edward Lok Ng, Architect BOA Architecture 1511 Cota Avenue Long Beach, CA 90813 Tel: 562-912-7900 Tel: 310-832-2681

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SECTION 01 3543
ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 Scope

A. The work covered by this section consists of furnishing all labor, material, and equipment and performing all work required for compliance with environmental regulations and preventing pollution during, and because of, construction operations under this contract, in addition to those measures set forth in other technical provisions of these specifications.

B. The Contractor and subcontractors must comply with all applicable environmental federal, state, local environmental, health and safety laws and regulations.

1.2 Notification

A. The Contractor must, after receiving a notice of noncompliance with the foregoing provisions, immediately take corrective action. The notice, when delivered to its Contractor or its authorized representative at the site of the work, is deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost because of any such stop orders may be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is subsequently determined that the Contractor was in compliance.

1.3 Environmental Regulatory Compliance

A. Within 30 days after receiving the notice to proceed or not less than 15 days prior to commencing on-site work, the Contractor must submit any environmental documents that are required by federal, state, or local environmental regulations. The Engineer must approve the Plans prior to commencing on-site work and must describe and include, but is not limited to, the following

1. Waste Minimization and Management Plan must describe how natural resources potentially impacted by construction will be protected or managed; construction wastes will be stored and disposed of or recycled; and pollutants associated with building materials will be controlled. The waste minimization and management section of the plan must also list materials and construction debris to be recycled and address the disposal of solid and hazardous wastes and materials, including asbestos and lead-based paint. It must also include tables applicable to the reclamation of chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) in accordance with the City recycling code and 1.4 (B) below.

2. Environmental Compliance Plan must document NEPA compliance by describing mitigation measures to address environmental concerns/sensitive receptors identified in the National Environmental Policy Act (NEPA) document(s) in Section B. 1500, Attachments, and as set out in the mitigation measures in the General Requirements.

1.4 Environmental Site Controls

A. Location of Hazardous Materials: The location of the Contractor's temporary storage of any hazardous materials and/or wastes must be appropriately marked and included in the health and Safety Plan (see Section 1.5 below).

B. Post Construction Cleanup or Obliteration: The Contractor must remove and properly dispose of all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, excess or waste materials, or any other vestiges of construction as directed by the Engineer. No separate or direct payment may be made for post construction cleanup and all associated costs must be considered included in the contract price.

C. Dust Control: The Contractor must keep the site free from dust in accordance with applicable regulations.

D. Noise Minimization: The Contractor must perform demolition and construction operations to minimize noise, including conducting work during less sensitive hours of the day in accordance with the City's Noise Ordinance.

1.5 Health and Safety

A. Prior to commencing on-site work, the Contractor must submit an Occupational Safety and Health Administration (OSHA) Emergency Action Plan (EAP) to the Engineer to demonstrate compliance by the Contractor and subcontractors with applicable OSHA regulations. If the Contractor is not required by OSHA to develop a written EAP, i.e., if 10 or fewer are employed for the construction project or any other specific regulations identified by OSHA, then the Contractor shall submit to the Engineer a signed letter stating the Contractor shall meet OSHA's EAP requirements in a verbal communication to all employees.

B. Copies of Material Safety Data Sheets (MSDSs) for any hazardous material(s), as defined by OSHA's Hazard Communications Standard, must be included whenever such materials arrive on-site. MSDSs must be kept together and maintained centrally on-site through to project completion. Provide a copy of each MSDS in the Operating and Maintenance Manual. The use of asbestos containing materials, more than one percent as defined by US Environmental Protection Agency regulations, is prohibited in the construction of this project.

Provide an executed copy of the “Certificate of Asbestos and Lead-Based Paint (New Work)” in the Operating and Maintenance Manual.

C. The use of lead-based paint is prohibited in the construction of this project.

D. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

E. The Contractor must sign and submit to the Engineer a “Certification of Asbestos and Lead-Based Paint” for this project.

F. See following exhibits for additional information.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

Safety and Health and Related Environmental Requirements

The Contractor is required to meet all applicable OSHA, federal, state, and local safety, health, and related environmental requirements in addition to the City requirement listed in this table.

Issue	City Requirements
Asbestos	*Review of Facility Asbestos Survey:* Before any building maintenance, equipment installation, renovation, alteration, demolition, or other project begins, determine whether ACBM will be disturbed. Proper Work Practices: If ACBM is present, follow proper control procedures and work practices. *Consultation With Facility Asbestos Coordinator:* Consult with the facility manager or his or her designee before the start of any work likely to disturb ACBM. Disturbance means activities that crumble or pulverize ACBM or presumed asbestos-containing material (PACM) or generate visible debris. Operations may include drilling, abrading, cutting a hole, pulling cable, and crawling through tunnels or attics and spaces above the ceiling where asbestos is actively disturbed or asbestos-containing debris is actively disturbed. *Asbestos Work Authorization:* You must have an approved Form 8210, *Work Authorization - Asbestos,* before work begins within any building containing asbestos.
Barricades, Barriers, and Warnings	Your barricades must meet the OSHA requirements. In addition, you assume control of your work area during your activities unless otherwise specified in writing by the City Engineer (CE) or City Engineer's representative (CER).
Confined Spaces	Confined space work must meet the OSHA requirements. You must have a comprehensive confined space program that includes a written program, employee training, entry and testing equipment, and rescue capabilities. If you require access to confined space requiring a permit, then the trained, designated City representative must review and approve the project and permit. Entry into other confined spaces must be in accordance with OSHA regulations.
Electrical Work	Lock or rope off work areas involving exposed energized equipment or have an attendant present to prevent accidental contact by unqualified people. Refer to the Barricade section of this guideline for additional information.
Elevated Work and Fall Protection	Follow strictly the applicable OSHA fall protection requirements.
Excavation	All excavations 4 feet or more in depth must be properly shored or sloped and meet all OSHA requirements. Before any digging or drilling commences, inform the City COR and call Dig Safe or its local equivalent to determine whether any underground utilities are in the work area. Submit documentation that these notifications have been performed. You must not begin digging or drilling until you have verified that underground utilities have been identified and are properly marked so that work may be accomplished in a safe manner.
Fire Protection	Do not block, remove, or otherwise prevent City fire extinguishers from being immediately accessible and usable. If a system must be impaired by a scheduled shutdown, notify the Engineer, and do not proceed without the Engineer’s authorization.
Hazard Communication	Inform the Engineer before any chemicals are used. Before materials are brought on site, provide material safety data sheets (MSDSs) and an inventory of materials. For projects that are anticipated to use substantial

	quantities of hazardous materials, you may be required to provide a routing, storage, and waste disposal plan.
Hazardous Materials	Follow all OSHA requirements regarding hazardous materials. Hazardous materials include, but are not limited to, flammable and combustible liquids, gasoline, diesel fuel, motor oil, lubricating oil, hydraulic oil, corrosive cleaners, and battery acid. Provide secondary containment for all containers of liquids that are over 5 gallons in capacity. Immediately report all hazardous material releases ("spills"), regardless of how small or where they occur, to the designated Engineer. Releases include solids, liquids, and gases.
Hot Work	Do not begin any hot work until the Engineer has completed and signed a City Hot Work Permit. The permit will be valid for only a single work shift. You must display the permit at the work site. You are prohibited from performing hot work (a) when the City has not authorized it, (b) in locations in which fire protection systems have been impaired, (c) in the presence of explosive or flammable atmospheres, or (d) in locations were large quantities of flammable and combustible materials are unprotected.
Powered Industrial Trucks	Powered industrial trucks and other mobile equipment must follow all traffic rules of the City facility. The maximum speed limit for in-plant powered vehicles is 5 miles per hour. Many work areas have posted speed limits that you must strictly follow. Perform refueling only in authorized locations following safe procedures. As a rule, the City does not allow gas- or diesel-powered industrial equipment inside City facilities. Coordinate exceptions to the rule through the City safety office.
Ladders	Strictly follow all OSHA requirements regarding ladders. Barricade the ladder use area to prevent contact with mobile equipment and employees.
Lead-Based Paint	*Review of Facility Lead Survey:* Before any construction, alterations, and/or repair activities begin, determine whether LBP will be disturbed. If the painted surface has not been tested, you must have it tested before beginning any activities that could potentially disturb LBP. *Proper Work Practices:* If LBP is present, follow proper control procedures and work practices. *Consultation With Engineer:* Consult with the Engineer before the start of any work likely to disturb LBP. Examples of activities that may affect LBP include paint removal by scraping, sanding, power tools, or heat guns; alterations that include removing drywall, structural steel, or other building materials coated with LBP; welding, cutting, or other hot work on coated metal surfaces; abrasive blasting of mailboxes and other equipment; and moving or cleaning of abrasive blasting enclosures.
Lockout/Tagout	Provide a copy of your lockout/tagout procedures, which must meet or exceed the OSHA Lockout/Tagout standard. You will be given access to and must review the City lockout/tagout program. If you encounter a City lockout/tagout device that prevents the continuation of work, do not make any attempts to remove, tamper with, or bypass the devices. Contact the Engineer and make arrangements to have the lockout device removed in accordance with City lockout removal policies.
Personal Protective Equipment	Before beginning work, evaluate the work area for hazards, determine whether contract employees will be required to use personal protective equipment (PPE) to protect themselves from these hazards, and

	document the hazard assessment. Wear the PPE required regardless of your perception of hazard potential.
Regulated And Prohibited Materials	*Pesticides.* The City has restricted the use of pesticides. Obtain prior approval of the City environmental compliance coordinator for special cases that may require the use of pesticide treatments. *Seventeen Chemical Prohibition.* Adhere to chemical prohibition policies. Do not use on City property any of the 17 chemicals prohibited by EPA unless the Engineer authorizes its use (each of these chemicals must be authorized separately). The district environmental compliance coordinator can supply the list. *Asbestos-Free Products.* Install no asbestos-containing products or materials in City facilities. *Lead.* Apply no lead-based paint in City facilities.
Scaffolding	Follow strictly the applicable OSHA scaffolding requirements. Provide adequate barrier protection around the scaffolding to prevent hazards to City staff.
Walking and Working Surfaces	If the project requires temporary modifications to the means of egress, inform the Engineer before performing such actions, provide appropriate alternative means of egress, and communicate these to all employees.

SECTION 01 3543
ENVIRONMENTAL PROCEDURES

Emergency Procedures

Preparations for Emergency	Be prepared for emergency situations. Ensure that emergency telephone numbers are site specific, readily available, easily read, and communicated to all employees. Train and authorize employees to implement emergency procedures.
Medical Emergencies	Have procedures and medical supplies to provide emergency medical services for your own personnel. Determine how to contact emergency medical services before work begins and have on-site capabilities to contact such services immediately.
Fires	See Fire Protection above. In the event of a fire, you must: - Immediately remove personnel from the area or building following City evacuation procedures. - Immediately contact the nearest City employee and inform him or her of the fire. You may also activate an emergency alarm in the area. If no City employees are on-site, immediately contact the local fire department. Personnel trained in the use and limitations of fire extinguishers may attempt to extinguish the fire if it is safe to do so.
Chemical Releases	See Hazardous Materials above. If the event of a hazardous material release, you must: - Immediately remove personnel from the area or building following City evacuation procedures. - Immediately contact the designated City representative and inform him or her of the release. You may also activate an emergency alarm in the area. If no City employees are on-site, immediately contact the local fire department. Contractor personnel should not respond to the release unless specifically trained and protected to perform hazardous material response.
Power Outages	In the event of a power outage, you must: - Immediately stop work and assemble for a head count and possible facility egress. - Inform all contract employees that equipment may automatically restart when power resumes. - Immediately contact the designated City representative and inform him or her of the status of contract work and personnel head count. Relay at this time all hazards created due to the power outage. When power resumes evaluate the status of operations that were being performed relative to hazard potential. For example, the interruption of ventilation in confined spaces may generate atmospheric hazards.
Accident Investigation and Reporting	As soon as is practical after an accident, investigate and document an accident investigation. The documentation must describe the incident and identify the causes and the corrective actions that will prevent future incidents. Report all accidents, whether or not they result in injury. Give the written report to the Engineer within 24 hours of the accident or incident.

CERTIFICATE OF ASBESTOS AND LEAD-BASED PAINT
(New Work)

SECTION 01 3543
ENVIRONMENTAL PROCEDURES

To: City Engineer

Subject: Certification for new construction

City facility name: _____

City facility address: _____

Certification for new construction:
This Contractor/Owner hereby certifies that no asbestos-containing material more than 1 percent as defined by applicable US Environmental Protection Agency regulations, and no lead-based paint has been furnished or installed at the referenced project.

Contractor/Owner name: _____

Signature: _____

Address: _____

_____

Telephone: _____ Date executed: _____

SECTION 01 1000
SUMMARY OF WORK

GENERAL

1.1 SCOPE

A. The Contractor shall provide all materials, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities necessary to complete the construction of the restroom facilities, including all incidental work described in the contract documents.

B. The scope of work is contained in the contract documents.

C. The scope of work includes, but is not limited to the following and for the building to provide ADA compliance throughout:

1. INTERIOR SCOPE OF WORK
   a. Provide new building addition and renovation as noted on the plans.
   b. **Typical of all rooms:** provide new flooring, new suspended ceiling, hard ceiling, repair of existing ceiling, new insulation at ceiling/roof areas, new LED lighting, new outlets, new extensions of HVAC ducts as needed, clean inside, outside of HVAC ducts and paint for a smooth finish. Clean all existing walls and paint all walls. Provide new doors, door frames, and door hardware per door schedule, provide new windows, and provide new glazing.
   c. **Meeting Room 100:** provide new entry doors, new windows, new flooring, sand and stain existing exposed structure, & new LED lighting.
   d. **Kitchen Room101:** renovate with new sink, cabinets, countertops, ice machine, microwave oven, refrigerator, LED lighting, roll up counter service door, and hard lid ceiling system.
   e. **Storage Room 102, 105, & 106:** renovation of room to provide new electrical power, refinished concrete, LED lighting, crash wall FRP, and paint.
   f. **Office Room 103:** provide new entry doors, new windows, new flooring, LED lights, and hard lid ceiling.
   g. **Meeting Room 104:** provide new entry doors, new windows, new flooring, provide new t-grid drop ceiling, & new LED lighting.
   h. **Janitor Room 107:** renovate to provide new mop sink and faucet, water heater, refinished concrete, crash wall FRP, electrical power, and LED lighting.
   i. **Interior & Exterior Restrooms 108, 109, 112, & 113:** provide ADA compliance. Provide new plumbing fixtures, toilet partitions, toilet accessories, floor tile, wall tile, exhaust fans, LED lighting, paint, ceiling gyp board, and finishes.

j. **Storage Room 110, 111, 114, & 115:** renovate room to provide new electrical power, refinished concrete, led lighting, floor drains where needed for exterior storage and equipment.
k. **Chase/Storage Room 116:** New concrete slab, door, door frame, and door hardware, & new LED light fixtures.
l. New fire alarm system to be provided throughout the building.

2. EXTERIOR SCOPE OF WORK
   a. Provide new replacement of existing exterior lighting with LED type.
   b. Remove the roofing material and HVAC rooftop equipment as noted.
   c. Provide new built-up roofing system and extend roof overhang at selected areas with new scuppers and new overflow scuppers.
   d. Provide new HVAC & exhaust equipment with new curb and flashing.
   e. Restore existing windows with new paint, replace all broken or damaged glass with new type, install anti-graffiti film at all windows, and provide Wireshield for fire-rated windows.
   f. Pressure wash and paint the entire exterior of the building.
   g. Pressure wash and paint the existing metal seam pyramid roof material
   h. Coordinate with city's vendor to install security camera system.
   i. Coordinate with city to install new signage and a new "bulletin board" on the exterior of the building.

D. All work shall be in accordance with applicable codes and local regulations that may apply. In case of conflict in or between the Contract Documents and a governing code or ordinance, the more stringent standard as determined by the Engineer shall apply.

1.2 MISCELLANEOUS CONTRACT EXPENSES

A. The Contractor must include in its bid the cost fees or charges payable to State, local, or special community development agencies unless otherwise stated in the General Requirements. Contractor will be required to obtain building permits from the City's Building Department as this is a City Public Works Project.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTIONI (Not used)

END OF SECTION

SECTION 01 2976
PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for a certified Application for Payment.
   1. Coordinate the certified Schedule of Values and certified Application for Payment with, but not limited to, the Construction Schedule, submittal log, and list of Subcontractors.

1.2 RELATED REQUIREMENTS:

A. Section 01 3300 – Submittal Procedures.

B. Section 01 7704 – Closeout Procedures and Training.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 APPLICATION FOR PAYMENT

A. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by Engineer, paid for by City, and:
   1. The initial Application for Payment and Final Application for Payment at time of Substantial Completion involve additional requirements.

B. Payment Application Times: The period of Work covered by each Application for Payment is payment date for each progress payment as specified in the General Conditions. The period covered by each Application for Payment is previous month.

C. Payment Application Forms: Use City provided forms for the Application for Payment.

D. Application Preparation: Complete every entry on the form. Include execution by a person authorized to sign legal documents on behalf of General Contractor. Engineer will return incomplete applications without action.

E. Transmittal: Submit a minimum of one signed and original copies of each certified Application for Payment to Engineer. All copies shall be complete, including releases and similar attachments.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to Engineer.

F. Initial Application for Payment within 60 days of issuance of Notice to Proceed: Administrative actions and submittals, which must precede or coincide with submittal for first certified Application for Payment include, but are not limited to, the following:
   1. Certified Schedule of Values.
   2. Performance and payment bonds.
   3. List of principal suppliers and fabricators.
   4. Worker Compensation certificates, if applicable.
   5. Auto Insurance, if applicable.
   6. Hazardous Material Insurance Certificates, if applicable.
   7. Construction Schedule.
   8. Submittal Schedule.
   9. Emergency Contact List.
   10. Copies of authorizations and licenses from governing authorities for performance of Work.
   11. Certified Payroll (Submitted directly to Labor Compliance in electronic format as specified by City including hard copy).

G. Applications for Payment: Administrative actions and submittals that must precede or coincide with submittal of Progress Applications for Payment include, but are not limited to, the following:
   1. Certified Payroll (submitted directly to Labor Compliance in electronic format as specified by City including hard copy).
   2. Updated and current Project Record Drawings (as-built).
   3. Monthly Construction Schedule (updated, submitted, and approved).
   4. Approved Schedule of Values.
   5. List of Subcontractors (Payments Summary).

H. Final Application for Payment at Substantial Completion: Following Engineer issuance of certificate of Substantial Completion, submit an Application for Payment:
   1. Administrative actions, submittals and/or Work that shall precede or coincide with this application include:
      a. Occupancy permits and similar approvals by authorities having legal jurisdiction over Work.
      b. Removal of temporary facilities and services.
      c. Testing, adjusting and balance records.
      d. Removal of surplus materials, rubbish, and similar elements.
      e. Meter readings.
      f. Start-up performance reports.
      g. City personnel training and orientations.
      h. Operating and maintenance instruction manuals.
      i. Preliminary Warranties, guarantees and maintenance agreements.
      j. Delivery of extra materials, products and or stock.

k. Change over information related to City occupancy, use, operation, and maintenance.
l. Final cleaning.
m. Ensure that Work is completed.
n. Advise on shifting insurance coverage.
o. List of defective Work, recognized as exceptions to certificate of Substantial Completion.
p. Change of door locks, including keys, to City system.
q. Certified Payroll (submitted directly to Labor Compliance in electronic format as specified by the City including hard copy).
r. Certification that all benefit contributions due and owing to appropriate union trusts has been paid by General Contractor and Subcontractors, as specified by the Project Stabilization Agreement (PSA) and Article 6.49 of the General Conditions.
s. Waivers and releases for General Contractor.

Payment amount to be based on actual quantities of work completed and unit bid prices. Total bid item quantities completed x unit bid price.

END OF SECTION

SECTION 01 3300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 Schedule of Submittals

A. Within 30 days after receiving a Notice to Proceed, the Contractor must submit a Schedule of Submittals, in the format indicated below, in duplicate, listing all items that must be furnished for review and approval by the Engineer. The schedule must indicate the type of items (such as sample, shop drawings, catalog cut, and so forth) and include the scheduled dates of submittal. In preparing the schedule, adequate time (10 days or more exclusive of time in the mail) must be allowed for review, approval, and resubmittal. Also, the schedule must be coordinated with the approved construction progress chart. The Contractor must revise and/or update the schedule monthly. Such revised schedules must be submitted to the Engineer for approval.

B. During bidding and within 30 days after receiving a Notice to Proceed, the Contractor must complete and submit to the Engineer a listing of all subcontractors, including subcontractor name, address, telephone number, fax number and email address. Include an updated list with each progress payment request.

C. Schedule of Submittals Format

Project _____

Contract No. _____

Project Description _____

Spec. Section	Spec. Description	Paragraph Number	*Submittal Type	Date		Action Taken	Assigned Number
				Submittal	Returned		

*Submittal Type:

C – Certificate
S – Sample
SD – Shop Drawing
CD – Catalog Data
PL – Spare Parts List
MM – Maintenance Manual

1.2 Shop Drawings and Related Data

A. Prior to submittal, the Contractor must stamp and sign the submittal to indicate that it is in accordance with the contract documents without deviation and has been reviewed and approved by the Contractor. The Contractor must make any

corrections required by the Engineer. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, notice must be given to the Engineer. Four prints of all approved shop drawings must be given to the Engineer. The approval of the drawings by the Engineer must not be construed as a complete check but indicates only that the submittal appears to comply with the contract documents. Approval of the shop drawings does not relieve the Contractor of responsibility for any error that may exist because the Contractor is responsible for the dimensions and for satisfactory construction of all work. The submission by the Contractor must be accompanied by a transmittal letter in a format approved by the Engineer.

1.3 Material, Equipment, and Fixture Lists

A. When required by the technical provisions, lists of materials, equipment, and fixtures must be submitted by the Contractor in accordance with the requirements specified for shop drawings. The lists must be supported by sufficient descriptive material, such as catalogs, cuts, diagrams, and other data published by the manufacturer, as well as by evidence of compliance with safety and performance standards, to demonstrate conformance to the specification requirements. Catalog numbers alone are not acceptable. The data must include the name and address of the nearest service and maintenance organization that regularly stocks repair parts. No consideration will be given to partial lists submitted from time to time. Approval of materials and equipment is tentative, subject to submission of complete shop drawings indicating compliance with the contract documents.

1.4 Certificates of Compliance

A. Any certificates required for demonstrating proof of compliance of materials with specification requirements, including statements of application, and extended guarantees, must be signed and submitted in quadruplicate to the Engineer at least 10 days before delivery. The Contractor must review all certificates before submissions are made to the Engineer, to ensure compliance with the contract specification requirements and to ensure that the affidavit is properly signed. Each certificate must be signed by an official authorized to certify on behalf of the manufacturing company and must contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the dates of tests to which the report applies. Certification must not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.5 Review of Submittals

A. The Engineer's review of your submittals covers only general conformity to the Contract Documents. The Engineer's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) does not constitute a blanket approval of dimensions, qualities and details of the materials, equipment, device or item shown and does not relieve you of any responsibility for errors, omission or deviations from conforming to the Contract Documents. The City reserves the right to reject any previously accepted equipment, material and construction method that deviates from the Contract Documents. When the City returns drawings and data marked CORRECT AND RESUBMIT, make the corrections noted as the Engineer instructs then resubmit in the same manner as the original submittal.

B. If the Engineer rejects the submittal, you are responsible for any subsequent time delays at no additional compensation from the City. Subject to these requirements, drawings and data, after final processing by the Engineer, become part of the Contract Documents and the work they show or describe is performed in conformity with them unless the Engineer requires otherwise. In the event of conflict between accepted submittals and other Contract Documents, the most stringent requirements apply unless the City has agreed in writing to less stringent requirements in response to a deviation listed on a submittal letter of transmittal.

C. Do not begin any part of the Work requiring a submittal until the Engineer has reviewed it and returned it to you with a notation indicating that resubmittal is not required.

D. The Engineer's review is only of general conformance with the design of the project and general compliance with the Contract Documents. It does not relieve you of full responsibility for providing Contract-required materials, equipment and work, properly fitting and constructing the Work, providing accurate and complete submittals, selecting construction fabricating processes and techniques and performing the Work safely.

1.6 Spare Parts Data

A. Spare parts data must be submitted in quadruplicate.

1.7 Schedule of Values

A. The Contractor must submit a construction cost breakdown using the City provided Schedule of Values. When applicable, a separate cost breakdown form must be submitted for each separate building. However, the total cost of site work

for each facility must be included in the cost estimate breakdown for each restroom building and exterior work. The number of items provided on the Systems Construction Cost Estimate Breakdown form are the minimum required. The Contractor may use additional subdivision of these items if needed.

B. Submit the construction cost breakdown after contract award to the Engineer.

C. Do not delete items from the Schedule of Values form. However, expand the schedule “Description of Work” as necessary to allow evaluation of work or to make progress payments.

D. If the contract price changes, the Schedule of Values must be revised to reflect the change(s) and forwarded to the Engineer.

E. A current Schedule of Values must accompany all Contractor Requests for Payment.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 Contractor Quality Control

A. Contractor Quality Control: The Contractor is responsible for the overall quality of all its own work and the work performed by their subcontractors working under this contract. The quality of any part of the work installed must not be less than that required by the technical divisions of this specification. If the Engineer determines that the quality of work does not conform to the applicable specifications and drawings, the Contractor will be advised in writing of the areas of nonconformance, and within 7 days the Contractor must correct the deficiencies and advise the Engineer in writing of the corrective action taken.

B. Noncompliance with Quality Control Requirements: Failure of the Contractor to comply with the above requirements may be cause for termination for default as defined in the contract documents.

1.2 Submittals

A. Prior to the start of on-site work, the Contractor must submit to the Engineer a Contractor Quality Control Plan that includes the following information:
   1. Procedures for reviewing coordination drawings, shop drawings, certificates, certifications, or other submittals.
   2. Testing and inspection schedule, keyed to Construction Schedule, indicating tests and inspections to be performed, names of persons responsible for inspection and testing for each segment of work including preparatory, initial, and follow-up.
   3. Proposed forms to be used include Contractor's Daily Report, Contractor Test and Inspection Report and Non-Compliance Check-Off List.

1.3 Quality Control Procedures

A. Monitor quality control over Contractor staff, subcontractors, suppliers, manufacturer's, products, services, site conditions, and workmanship.

B. Comply fully with manufacturer's published instructions, including each step-in sequence of installation.

C. Should manufacturer's published instructions conflict with Contract Documents, request clarification from the Engineer before proceeding.

D. Comply with specified standards as a minimum quality for work, except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons who are thoroughly qualified and trained in their respective trade, to produce workmanship of specified quality.

F. Perform tests required by governing authorities having jurisdiction and utilities having jurisdiction.

1.4 Testing and Inspection Laboratory Services

A. Selection and Payment:
   1. The City shall select and pay for services of an Independent Testing and Inspection Laboratory to perform specified testing and inspection.
   2. Employment of Independent Testing and Inspection Laboratory in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

B. Laboratory Responsibilities. Contractor shall ensure the Laboratory has the following responsibilities and limits on authority:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at Project site. Cooperate with the Engineer and Contractor in performance of services.
   3. Perform specified sampling, testing, and inspection of Products in accordance with specified standards.
   4. Determine compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify the Engineer of observed irregularities or non-conformance of work or Products.
   6. Submit one copy of all test results directly to the Engineer.
   7. Perform additional tests as required by the Engineer.
   8. Attend appropriate preconstruction meetings and progress meetings.

C. Limits on Authority. Contractor shall ensure the Laboratory has the following limits on authority:
   1. Laboratory may not release, revoke, alter, or expand on requirements of Contract Documents.
   2. Laboratory may not approve or accept any portion of work.
   3. Laboratory may not assume any duties of Contractors.
   4. Laboratory has no authority to stop work.

1.5 Quality Assurance:
   1. Comply with requirements of all applicable ASTM standards.
   2. Laboratory: Authorized to operate in State in which Project is located.
   3. Laboratory Staff: Maintain a full-time registered engineer on staff to review services.
   4. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constraints.

5. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
    a) Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
    b) Notify Architect and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
    c) Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
    d) Demonstrate the proposed range of aesthetic effects and workmanship.
    e) Obtain Architect's and Construction Manager approval of mockups before starting work, fabrication, or construction.
        i. Allow seven (7) days for initial review and each re-review of each mockup.
    f) Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
    g) Demolish and remove mockups when directed, unless otherwise indicated.

1.6 Contractor Field Inspection and Testing

A. Contractor: Test and Inspect work provided under this Contract to ensure work is in compliance with Contract requirements. Required tests and inspections are indicated in each individual Specification Section and shall be performed as required by the City inspector.

B. Preparatory Inspection: Performed prior to beginning work and prior to beginning each segment of work and includes:
    1. Review of Contract requirements.
    2. Review of shop drawings and other submittal data after return and approval.
    3. Examination to assure materials and equipment conform to Contract requirements.
    4. Examination to assure required preliminary or preparatory work is complete.

C. Initial Inspection: Performed when representative portion of each segment of work is completed and includes:
    1. Performance of required tests.
    2. Quality of workmanship.
    3. Review for omissions or dimensional errors.
    4. Examination of products used, connections and supports.
    5. Approval or rejection of inspected segment of work.

D. Follow-Up Inspections: Performed daily, and more frequently as necessary, to assure non-complying work has been corrected.

E. Testing and Inspection: Perform testing and inspection in accordance with requirements in individual Specification Sections.

1.7 Contractor's Daily Report

A. The Contractor shall maintain daily reports, and provide copies to the Engineer if requested, for days that work was performed. Include the following information:
   1. Date, weather, minimum, and maximum temperatures, rainfall, and other pertinent weather occurrences.
   2. Daily workforce of Contractor and subcontractors, by trades.
   3. Description of work started, ongoing work, and work completed by each subcontractor.
   4. Coordination implemented between various trades.
   5. Approval of substrates received from various trades.
   6. Nonconforming and unsatisfactory items to be corrected.
   7. Remarks

1.8 Contractor's Test and Inspection Reports

A. Prepare and submit to the Engineer a written report of each test or inspection signed by Contractor Quality Control Representative performing inspection within 2 days following day inspection was made.

B. Include the following on written reports of inspection:
   1. Cover sheet prominently identifying that inspection "CONFORMS" or "DOES NOT CONFORM" to Contract Documents.
   2. Date of inspection and date of report.
   3. Project name, location, solicitation number, and Contractor.
   4. Names and titles of individuals making inspection, if not Contractor's Project Field Superintendent.
   5. Description of Contract requirements for inspection by referencing Specification Section.
   6. Description of inspection made, interpretation of inspection results, and notification of significant conditions at time of inspection.
   7. Requirements for follow-up inspections.

1.9 Non-Compliance Check-Off List

A. Maintain check-off list of work that does not comply with Contract Documents, stating specifically what is non-complying, date faulty work was originally discovered, and date work was corrected. No requirement to report deficiencies corrected same day it was discovered. Submit copy of Non-Compliance Check-Off List of non-complying work items to the Engineer on a weekly basis.

1.10 Completion and Inspection of Work

A. Prior to final acceptance by the Engineer and issuance of a Certificate of Substantial Completion and/or Notice of Completion, submit a certification signed by Contractor to the Engineer stating that all work has been inspected and all work, except as specifically noted, is complete and in compliance with Contract Documents.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 General

A. The Contractor must provide all temporary facilities and services required to complete the work and to comply with OSHA and other applicable regulations.

B. The Contractor must maintain temporary facilities in a proper, safe, operating, and sanitary condition for the duration of this Contract. Upon completion of this Contract, all such temporary work and facilities shall be removed in their entirety.

1.2 Project Sign

A. The Contractor must construct and erect a minimum of two hard hat signs at locations designated by the Engineer. The signs must be erected prior to the commencement of on-site work.

1.3 Temporary Water

A. The City will provide and maintain a temporary water supply system from the existing services required for construction under this project and will pay all costs in connection with them.

1.4 Temporary Electricity

A. Service Required: The City will provide temporary electric power throughout the construction period from the existing service. Contractor shall be responsible for connection. Contractor to provide power centers for miscellaneous tools and equipment used in the construction work, lighting for safe and adequate working conditions throughout site (at least 1/4 watts of incandescent lighting per square foot, with a socket voltage of at least 110 volts and using 100-watt lamps minimum); power for construction building.

B. Safety: The Contractor must provide and maintain lights and signs to prevent damage or injury and must illuminate all hazardous areas. Safety lights must be operational from dusk to dawn.

C. Requirements of Regulatory Agencies: The Contractor must obtain permits as required by local government authorities, comply with the National Electrical Code, applicable local codes, and utility regulations.

D. Use of Permanent System: The Contractor must regulate any part of the permanent electrical system that is used for construction purposes to prevent interference with safety and with the orderly progress of the work. The Contractor must leave permanent electrical services in a condition new.

E. Materials: The materials may be new or used in the temporary works but must be adequate in capacity for the purposes intended and must not create unsafe

conditions or violate the requirements of applicable codes. At the Contractor's option, patented specialty materials may be used if UL-approved.

F. Conductors: The Contractor must use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads. Use only UL-approved wire.

G. Equipment: In compliance with NEMA standards, the Contractor must provide an appropriate enclosure for the environment in which the equipment is used.

H. Installation: The Contractor must provide all required facilities, including transformers, conductors, poles, conduits, raceways, fuses, switches, fixtures, and lamps, located to avoid interference with cranes and materials-handling equipment, storage areas, traffic areas, and work under other contracts. The Contractor must install all work to have a neat and orderly appearance and to make it structurally sound throughout. The Contractor must maintain it to give continuous service and to provide safe working conditions. The Contractor must modify the service as required by the progress of the job.

I. Removal: The Contractor must remove all temporary equipment and materials upon completion of construction, repair all damage caused by the installation. and restore the area to satisfactory condition.

1.5 Sanitary Provisions

A. The Contractor must provide and keep in neat and sanitary condition conveniences and accommodations for the use of the construction personnel necessary to comply with the requirements and regulations of the local department of health and of other authorities having jurisdiction.

1.6 Approaches and Exits

A. The Contractor must provide all necessary approaches and exits required to properly execute the work.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 Product Options and Substitutions

A. Provide Products that comply with Contract Documents, which are undamaged and new at time of installation.

B. Provide Products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and intended use and effect.

1.2 Product Delivery Requirements

A. Transport and handle Products in accordance with manufacturer's instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.

B. Schedule Product delivery to minimize long-term storage at the Project sites and prevent overcrowding of construction spaces.

C. Coordinate Product delivery with installation schedule to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

D. Deliver Products to Project site in undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

E. Promptly inspect shipments to ensure that Products comply with project requirements, quantities are correct, Products are undamaged, and properly protected.

F. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.3 Product Storage and Handling Requirements

A. Store and protect Products in accordance with manufacturers' published instructions, with seals and labels intact and legible.

B. Store Products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's published instructions.

C. For exterior storage of fabricated Products, place on sloped supports, above ground.

D. Provide off-site storage and protection when Project site does not permit on-site storage or protection.

E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 7300
EXECUTION

PART 1 - GENERAL

1.1 Meetings

A. Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

B. Notwithstanding any other provisions of the contract, the Contractor shall not be obligated to perform any work, and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of the Notice to Proceed. The City's knowledge of work performed prior to the delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide the required contract bonds and evidences of insurance prior to commencing work at the site.

1.2 Layout of Work

A. The Contractor must lay out its work to match existing or as indicated on the drawings. The Contractor must furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor as may be required in laying out any part of the work as indicated on the drawings.

1.3 Contractor's Temporary Use of Facilities and Equipment

A. No new facilities or equipment intended for the permanent installation, including materials-handling vehicles, may be used for temporary purposes unless specified in the contract or unless the Contractor has the written permission of the Engineer.

1.4 Cleaning

A. Cleaning During Construction:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
4. Collect and remove waste materials, debris, and rubbish from site as specified in the Environmental Compliance and Management Plan as required in Section 01 3543 - Environmental Procedures.

B. Final Cleaning:

1. Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.
2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's published instructions.
3. Complete following cleaning operations before requesting the Engineer’s inspection for Substantial Completion.
    a. Clean Project Site, yard, and grounds if applicable, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter and foreign substances. Sweep paved areas broom clean. Remove Petro-chemical spills, stains, and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth even-textured surface.
    b. Remove tools, construction equipment, machinery, and surplus material from Project Site.
    c. Clean exposed exterior and interior hard-surface finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    e. Broom clean all concrete floors in unoccupied spaces.
    f. Provide final cleaning, waxing, and buffing of resilient tile, in accordance with manufacturer's requirements.
    g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    h. Remove labels that are not permanent labels.
    i. Touch-up and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored, or that show evidence of repair or restoration. Do not paint over "UL" and similar labels, including mechanical and electrical name plates.
    j. Wipe surfaces of mechanical and electrical equipment, and other similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
    k. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

l. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills. Clean ducts, blowers, and coils if units were operated without filters during construction.
m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures.
n. Leave Project clean and ready for occupancy.

4. Remove temporary protection and facilities installed during construction to protect previously completed installations during remainder of construction.
5. Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from Project Site and dispose of in accordance with requirements of local authorities having jurisdiction.
   a. Where extra materials of value remain after completion of construction have become City property, store these materials as directed by the Engineer.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

SECTION 01 7419
CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Preparation and implementation, including reporting and documentation, of a Waste Management Plan for reusing, recycling, salvage or disposal of non-hazardous waste materials generated during demolition and new construction (Construction and Demolition (C&D) Waste), to foster material recovery and re-use and to minimize disposal in land fills.

B. Related Requirements

1. Section 01 3300 - Submittal Procedures.

2. Section 01 5000 - Construction Facilities and Temporary Controls.

3. Section 01 7700 - Contract Closeout.

1.2 REFERENCES

A. California Integrated Waste Management Act of 1989 (AB 939).

B. California Code of Regulations Title 14, Section 18700 et seq.

C. California Green Building Standards Code.

1.3 SYSTEM DESCRIPTION

A. Collection and separation of all C&D waste materials generated on-site, reuse or recycling on-site, transportation to approved recyclers or reuse organizations, or transportation to legally designated landfills, for the purpose of recycling salvaging and reusing a minimum of 75 percent of the C&D waste generated.

1.4 SUBMITTALS

A. C&D Waste Management Plan (Exhibit 1): Within 10 calendar days after the Notice to Proceed and prior to any waste removal, submit the following to the Owner for review and approval. Update quarterly. Include:

1. Materials to be recycled, reused, or salvaged, either onsite or offsite.

2. Estimates of C&D waste quantity (in tons) by type of material. (If waste is measured by volume, give factors for conversion to weight in tons.)

3. Procedures for recycling and reuse program.

4. Permit or license and location of Project waste-disposal areas.

5. Site plan for placement of waste containers.

B. C&D Waste Management Monthly Progress Report (Exhibit 2): Summary of waste generated by Project, monthly with Application for Payment. Include:

1. Firms accepting the recovered or waste materials.

2. Type and location of accepting facilities (landfill, recovery facility, used materials yard, etcetera). If materials are reused or recycled on the Project site, location should be designated as “on-site reuse and recycling”.

3. Type of materials and net weight (tons) of each.

4. Value of the materials or disposal fee paid.

5. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.

C. C&D Waste Management Final Compliance Report: Final update of Waste Management Plan to provide summary of total waste generated by Project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 IMPLEMENTATION

A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or reused, or disposed in landfills.

B. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/ recyclable materials.

C. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.

D. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.

3.2 ATTACHMENTS

A. Exhibit 1: Waste Management Plan

B. Exhibit 2: Waste Management Monthly Progress Report.

SECTION 01 7419
CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

EXHIBIT 1

WASTE MANAGEMENT PLAN
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

PROJECT NAME: **«PROJECTTITLE» «CONTRACTTITLE»**
PROJECT NO: **«Project Number»**
NAME OF COMPANY: _____
CONTACT PERSON: _____
TELEPHONE: _____
PROJECT SITE LOCATION: _____
PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION ☐ MAINTENANCE/ALTERATION PROJECTS
PROJECT SIZE (SQ. FT.): _____
DATE & ESTIMATED PERIOD _____

(1) Material Type	(2) Tons Estimated Recycle	(3) Tons Estimated Reuse	(4) Tons Estimated Salvage	(5) Tons Estimated Landfill	(6) Proposed Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
Total					
Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]					**=**

Signature	Title	Date

Column 1	"Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.
Columns 2 thru 4	"Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
Column 5	"Estimated Landfill" - Enter quantities (tons) of materials to be disposed in landfill.
Column 4	"Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
General :	(1) Attach proposed Recycling and Waste Bin Location Plan. (2) Attach name and contact data for each recycling or disposal destination to be used.

SECTION 01 7419
CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

EXHIBIT 2

WASTE MANAGEMENT PROGRESS REPORT
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

PROJECT NAME: **«PROJECTTITLE» «CONTRACTTITLE»**
PROJECT NO: **«Project Number»**
NAME OF COMPANY:
CONTACT PERSON:
TELEPHONE:
PROJECT SITE LOCATION:
PROJECT TYPE: ☐ NEW CONSTRUCTION ☐ DEMOLITION ☐ MAINTENANCE/ALTERATION PROJECTS
PROJECT SIZE (SQ. FT.):
PERIOD to

(1) Material Type	(2) Tons Actual Recycle	(3) Tons Actual Reuse	(4) Tons Actual Salvage	(5) Tons Actual Landfill	(6) Disposal or Recycling Facility (e.g., Onsite, Name of Facility)
Total					
Diversion Rate: Columns [(2)+(3)+(4)] / [(2)+(3)+(4)+(5)]					**=**

Signature	Title	Date

Column 1 "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.

Columns 2 thru 4	"Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.
Column 5	"Estimated Landfill" - Enter quantities (tons) of materials disposed.
Column 4	"Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.
General :	(1) Attach proposed Recycling and Waste Bin Location Plan. (2) Attach name and contact data for each recycling or disposal destination to be used.

END OF SECTION

SECTION 01 7704
CLOSEOUT PROCEDURES AND TRAINING

PART 1 - GENERAL

1.1 Manuals

A. Purpose: Operation and maintenance manuals are for the training of and use by City employees in the operation and maintenance of the systems and related equipment as specified below. The manuals must consist of instruction on systems and equipment. A separate manual or chapter must be prepared for each of the following classes of equipment or system:
   1. Doors & Windows.
   2. Plumbing systems.
   3. Mechanical systems
   4. Electrical systems.
   5. Miscellaneous building equipment and systems.

B. Submittal, In both “hard” and electronic flash drive format:
   1. Preliminary Submittal: Two draft copies of the completed manuscript for items in this outline must be submitted to the City Engineer for review within 30 days after approval of equipment to be provided. One copy will be returned to the Contractor within 15 days after submittal and, if required, must be revised, and resubmitted within 15 days.
   2. Final Submittal: four complete sets of manuals must be furnished to the Engineer not later than 30 days before completion of the project.
   3. Final Submittal must be accepted by the Engineer before training can begin.

1.2 Other Closeout Submittals

A. Additional requirements for Systems Manuals, Operating Instructions, Warranties, Training, and other deliverables are contained in individual Specification Sections. All closeout requirements must be provided to and accepted by the Engineer prior to requesting final payment. Examples of additional closeout requirements include, but are not limited to, the following
   1. Final Punch-List with all items certified as complete.
   2. Record “As Built” Drawings, the Contractor shall submit certified As-Built Record Drawings and Specifications in the quantities and media specified.
   3. Warranty, the Contractor shall submit all transferable guarantees and warranties for equipment, materials and installations furnished by any manufacturer, supplier, or installer.
   4. Signed Asbestos and Lead-Based Paint Certificate.
   5. Survey Report.
   6. Material Safety Data Sheets
   7. Signed and sealed Contractor Release of Claims.
   8. Payment for items of work covered in the plans specifications Division 1 will be based on the lump sum unit bid price for mobilization. No additional compensation will be allowed.

1.3 MAINTENANCE

A. Extra Materials – Paint, Rubber Base, Porcelain Tile, Luxury Vinyl Composite Tile, or similar finishes: Full-size units equal to five (5%) percent of amount installed for each type, and color, pattern, and dyes. Provide extra material not noted here but reference in other specifications for this project.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION

APPENDIX A

GLOBAL GEO-ENGINEERING, INC.

January 2, 2024
Project 9864-04

DMS Consultants, Inc.
12377 Lewis Street, Suite 203
Garden Grove, California 92840

Attention: Mr. Surender Dewan, P. E.
President

Subject: Geotechnical Investigation
Proposed Improvements
Mills Park
1340 East Dimondale Drive
Carson, California

References: *See Appendix A*

Dear Mr. Dewan:

1. INTRODUCTION

a) In accordance with your request, we have conducted a geotechnical investigation for the proposed improvements located within *Mills Park* in the city of Carson, California.

b) We understand that the proposed improvements will include:

i) Installation of a two-stall prefabricated restroom building on a new concrete pad;

ii) Construction of fabric shade structures/sails;

iii) Construction of steel shade structures;

iv) Construction of picnic shelters;

v) Construction of new concrete walkways and slabs.

c) Grading and structural plans are not available at present. We are assuming that the existing grades will remain unchanged. We anticipate the loads from the proposed structures will not exceed 3 kip/ft for the continuous footings and 50 kips for the column footings.

3 Corporate Park, Suite 270, Irvine, California 92606
Office (949) 221-0900
Email: global@globalgeo.net

d) We reviewed the in-house geologic hazard map for the subject site. The project site is not located within a State of California delineated Earthquake Fault Zone (EFZ). The site is, however, located in a State of California delineated *Seismic Hazard Zone* for potential liquefaction. The California Geological Survey Special Publication 117A states a liquefaction analysis is required for:

Structures for human occupancy, with the exception of either of the following: (A) Single-family wood-frame or steel-frame dwellings to be built on parcels of land for which geologic reports have been approved pursuant to paragraph (1). (B) A single-family wood-frame or steel-frame dwelling not exceeding two stories when that dwelling is not part of a development of four or more dwellings.

e) Since the proposed structures are not considered to be habitable and will not exceed two stories, a detailed liquefaction analysis is not required for this project. However, we provided recommendations for the structure to be designed to reduce the effects of liquefaction.

2. SCOPE

The scope of services we provided was as follows:

a) Preliminary planning and evaluations, and review of geotechnical reports related to the project site and nearby surrounding area *(See References – Appendix A)*;

b) Excavation of three (3) borings utilizing hand labor to a maximum depth of 14 feet below ground surface.

c) Sampling and logging of subsurface materials encountered in the borings;

d) Laboratory testing of samples representative of those obtained in the field, in order to evaluate relevant engineering properties;

e) Engineering and geologic analyses of the field and laboratory data;

f) Preparation of a report presenting our findings, conclusions and recommendations.

3. FIELD EXPLORATION AND LABORATORY TESTING

The field exploration program is given in *Appendix B*, which includes the Logs of Borings. The results of the laboratory testing are included in *Appendix C.*

4. SITE DESCRIPTION

4.1 Location

a) The project site is situated within *Mills Park*, which is located southeast of the intersection of South Central Avenue and East Dimondale Drive in the city of Carson, California.

b) The approximate site location is shown on the *Location Map, Figure 1.*

4.2 Existing Surface Conditions

a) A community center building is present within the central area of the park. Other current improvements include two, kid's play areas, several picnic tables, and an outdoor basketball court.

b) The ground surface throughout the park area is raised approximately 4± feet above the adjacent street grades. The natural topography of the site area descends to the west at less than a one percent gradient.

c) Surface drainage consists of sheet flow runoff of incident rainfall water derived primarily within the property boundaries and adjacent properties.

4.3 Geology

4.3.1 Regional Geologic Setting

The subject property is located within the Peninsular Ranges Geomorphic Province of California. The Peninsular Ranges consist of a series of mountain ranges separated by longitudinal valleys. The ranges trend northwest-southeast and are sub parallel to faults branching from the San Andreas Fault. The Peninsular Ranges extend from the southern side of the Santa Monica and San Gabriel Mountains into Baja California, Mexico (CDMG, 1997).

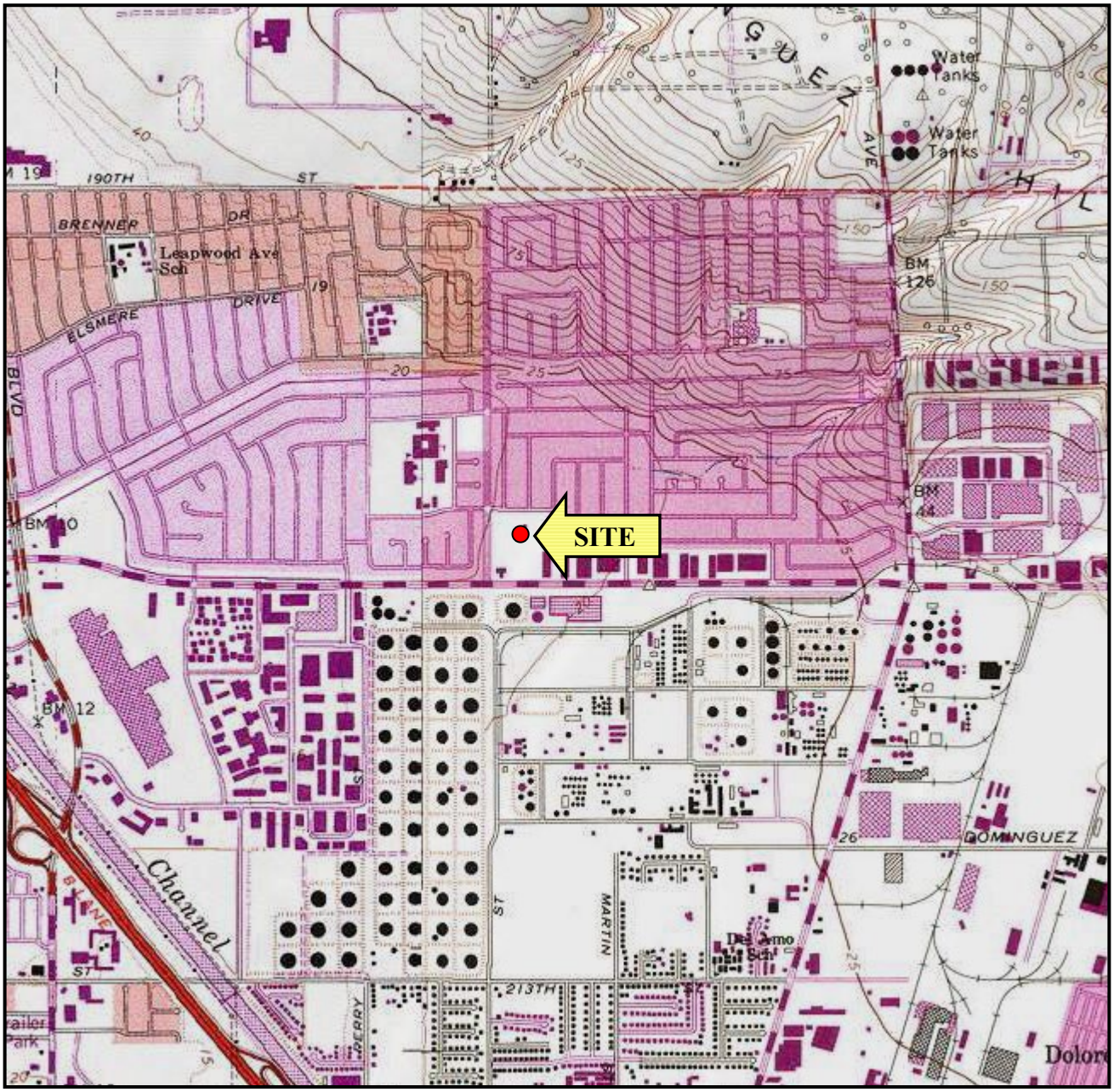
4.3.2 Local Geologic Setting

The project site area is underlain by Holocene-aged alluvial deposits.

4.4 Subsurface Conditions

a) The subsurface conditions, as encountered in our explorations, are described in the following sections.

LOCATION MAP



BASE MAP: USGS 7.5-Minute Topographic Map,
Long Beach, Quadrangle, 1981

2000 0 2000 4000

SCALE FEET

NORTH

GLOBAL GEO-ENGINEERING, INC.

GEOLOGIC AND SOILS ENGINEERING IRVINE, CALIFORNIA

Mills Park
1340 East Dimondale Drive
Carson, California

Date: January 2024

Project No.: 9864-04

Figure No: 1

b) More detailed descriptions of the subsurface conditions are presented in our *Logs of Borings,* which are enclosed as *Figures B-2* through *B-4* in Appendix B. The locations of the borings are shown on our *Boring Location Plan, Figure B-5.*

4.4.1 Fill

a) Fill material, ranging from depths of 3.5 to 4 feet below ground surface, was encountered in all of our boring excavations.

b) The fill was observed to consist of slightly moist to very moist and soft to medium stiff Silty CLAY.

4.4.2 Alluvium

a) Alluvial deposits were encountered to the maximum depths explored in all of our borings excavated on-site.

b) The alluvium was found to generally consist of Clayey to Sandy SILT and Silty CLAY.

c) The alluvial deposits were observed to be slightly moist to moist and soft to medium stiff.

4.4.3 Groundwater

a) Perched groundwater was encountered at a depth of 13 feet below ground surface in our deepest boring (HA-1).

b) Historical groundwater monitoring well data within the site area was researched on the California Department of Water Resources online water data library. The closest groundwater monitoring well with the most recent data is shown to be located approximately 2.6 miles east of the project site. Several measurements have been obtained and recorded from the well during the period from 2000 to 2023. Groundwater level data collected from this well indicates that the groundwater levels have ranged from as deep as 146.76 feet below ground surface (September 2014) to as shallow as 50.37 feet below ground surface (March 2017).

c) The historically highest groundwater level at the site location is approximately 20 feet below natural ground surface, per the *Seismic Hazard Zone Report for the Long Beach 7.5-Minute Quadrangle*, published by the California Geological Survey

5. SEISMICITY

5.1 General

a) The property is located in the general proximity of several active and potentially active faults, which are typical for sites in the Southern California region. Earthquakes occurring on active faults within a 70-mile radius are capable of generating ground shaking of engineering significance to the proposed construction.

b) In Southern California, most of the seismic damage to manmade structures results from ground shaking and, to a lesser degree, from liquefaction and ground rupture caused by earthquakes along active fault zones. In general, the greater the magnitude of the earthquake, greater is the potential damage.

5.2 Ground Surface Rupture

a) The closest known active fault is the Newport-Inglewood Fault, located at a distance of about 1.63 miles north of the project site. Other nearby known active faults include the Whittier Fault and the Santa Monica Fault, located at distances of about 16.7 miles and 18 miles, respectively, from the subject property.

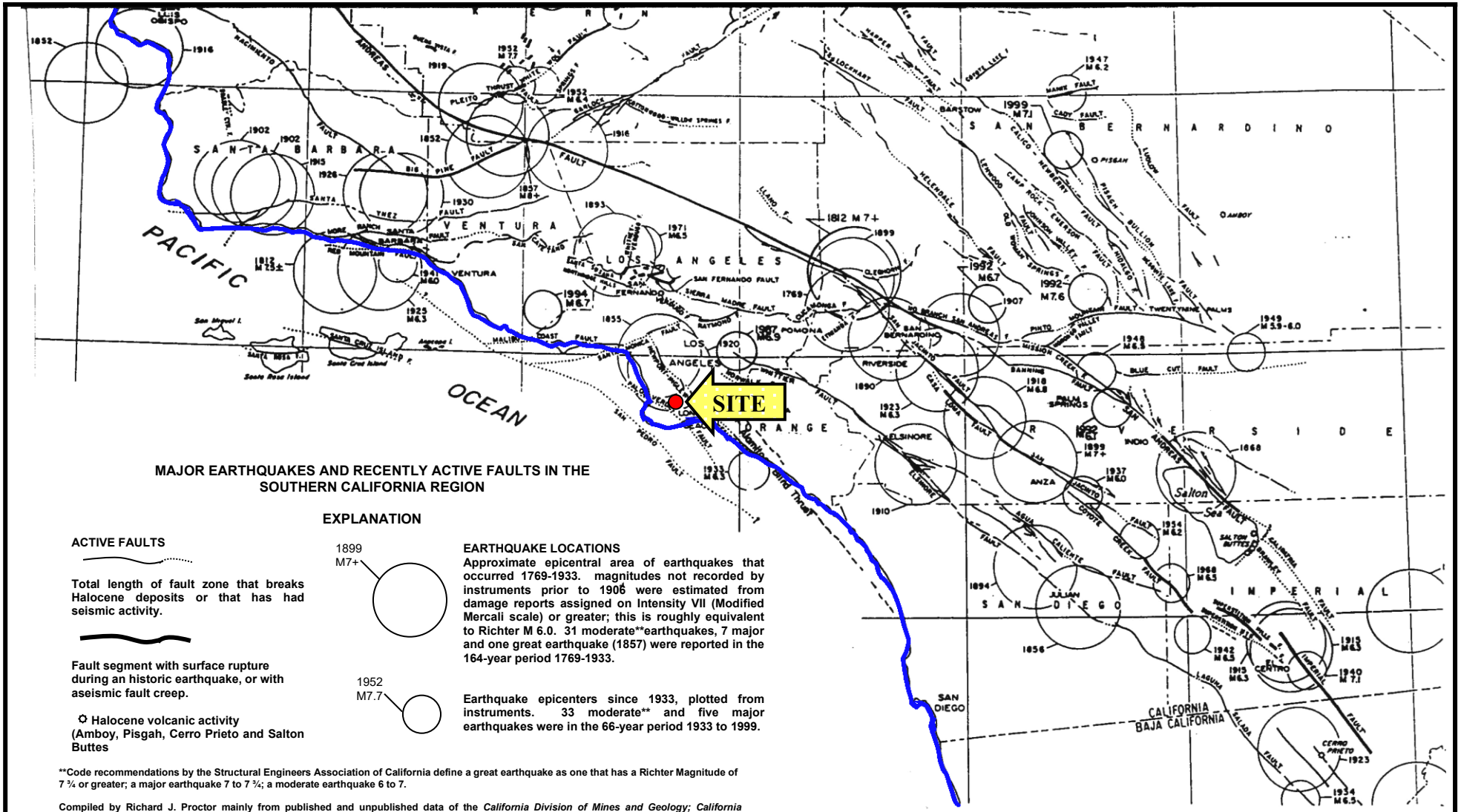
b) Due to the distance of the closest active fault to the site, ground rupture is not considered a significant hazard at the site.

5.3 Ground Shaking

a) We utilized the California Office of Statewide Health Planning and Development (OSHPD) Seismic Design Maps internet program to calculate the peak ground acceleration (PGA) at the project site location. Using the ASCE 7-16 standard and Site Class D, the PGA at the subject property resulted to be 0.821g.

b) *Figure 2* shows the geographical relationships among the site locations, nearby faults and the epicenters of significant occurrences. The project site is not located within any State of California delineated Earthquake Fault Zone; however, during historic times, a number of major earthquakes have occurred along the active faults in Southern California.

c) From the seismic history of the region and proximity, the Newport-Inglewood Fault has the greatest potential for causing earthquake damage related to ground shaking at this site.



MAJOR EARTHQUAKES AND RECENTLY ACTIVE FAULTS IN THE SOUTHERN CALIFORNIA REGION

EXPLANATION

ACTIVE FAULTS

Total length of fault zone that breaks Holocene deposits or that has had seismic activity.

Fault segment with surface rupture during an historic earthquake, or with aseismic fault creep.

Halocene volcanic activity (Amboy, Pisgah, Cerro Prieto and Salton Buttes

1899 M7+

1952 M7.7

EARTHQUAKE LOCATIONS

Approximate epicentral area of earthquakes that occurred 1769-1933. magnitudes not recorded by instruments prior to 1906 were estimated from damage reports assigned on Intensity VII (Modified Mercali scale) or greater; this is roughly equivalent to Richter M 6.0. 31 moderate**earthquakes, 7 major and one great earthquake (1857) were reported in the 164-year period 1769-1933.

Earthquake epicenters since 1933, plotted from instruments. 33 moderate** and five major earthquakes were in the 66-year period 1933 to 1999.

**Code recommendations by the Structural Engineers Association of California define a great earthquake as one that has a Richter Magnitude of 7 ¾ or greater; a major earthquake 7 to 7 ¾; a moderate earthquake 6 to 7.

Compiled by Richard J. Proctor mainly from published and unpublished data of the *California Division of Mines and Geology; California Department of Water Resources Bulletin 116-2* (1964); selections from bulletins of the *Geological* and *Seismological Societies of America*; from C.F. Richter, *Elementary Seismology* (1958); and the *National Atlas*, p. 66, and from Working Group on California Earthquake Probabilities- SSA Bulletin V 85.

GLOBAL GEO-ENGINEERING, INC.

GEOLOGIC AND SOILS ENGINEERING
IRVINE, CALIFORNIA

Mills Park
1340 East Dimondale Drive
Carson, California

Date: January 2024

Project No: 9864-04

Figure No: 2

5.4 Liquefaction

Perched ground water was encountered at a depth of 13 feet below ground surface in our deepest boring (HA-1). The depth to free groundwater is anticipated to range from 20 to 50 feet below ground surface. The subsurface soils predominantly consist of cohesive soils. A potential for liquefaction present but low. The recommendations to reduce the effects of the liquefaction are provided in the following paragraphs.

6. CONCLUSIONS AND RECOMMENDATIONS

6.1 General

a) It is our opinion that the site will be suitable for the proposed development, from a geotechnical aspect, assuming that our recommendations are implemented.

b) We are of the opinion that the proposed structures can be supported on shallow mat footings founded in the compacted fill soils.

c) We consider that the anticipated grading will not adversely affect, nor be adversely affected by adjoining property, with due precautions being taken.

d) The final grading plans and foundation plans/design loads should be reviewed by the Geotechnical Engineer.

e) The design recommendations in the report should be reviewed during the construction phase.

6.2 Grading

6.2.1 Processing of On-Site Soils

a) To provide uniform support conditions to lightly loaded proposed structures, to reduce the effects of the liquefaction and of the expansive soils, the subgrade soils should be overexcavated to a depth of one foot below the mat foundation, subject to review during construction. The overexcavation should laterally extend for a distance of one foot.

b) There should be at least one foot of reworked soils or compacted fill below the exterior hardscape.

c) The bottom of the overexcavation should exhibit at least 85 percent relative compaction. If not, the overexcavation may be required to be deepened.

d) Wherever structural fills are to be placed, the upper 6 to 8 inches of the subgrade should, after stripping or overexcavation, first be scarified, reworked and wetted down thoroughly.

e) Any loosening of reworked or native material, consequent to the passage of construction traffic, weathering, etc., should be made good prior to further construction.

f) The depths of overexcavation should be reviewed by the Geotechnical Engineer during the actual construction. Any surface or subsurface obstructions, or questionable material encountered during grading should be brought immediately to the attention of the Geotechnical Engineer for proper exposure, removal or processing as directed. No underground obstructions or facilities should remain in any structural areas. Depressions and/or cavities created as a result of the removal of obstructions should be backfilled properly with suitable material, and compacted.

6.2.2 Material Selection

After the site has been stripped of any debris, vegetation and organic soils, excavated on-site soils are considered satisfactory for reuse in the construction of on-site fills, with the following provisions:

a) Significant water will be required to be added to the existing soils;

b) The organic content does not exceed 3 percent by volume;

c) Large size rocks greater than 8 inches in diameter should not be incorporated in compacted fill;

d) Rocks greater than 4 inches in diameter should not be incorporated in compacted fill to within one foot of the underside of the footings and slabs.

6.2.3 Compaction Requirements

a) Reworking/compaction shall include drying as needed to bring the soils to slightly above the optimum moisture content. All reworked soils and structural fills should be densified to achieve at least 90 percent relative compaction with reference to laboratory compaction standard. The optimum moisture content and maximum dry density should be determined in the laboratory in accordance with ASTM Test Designation D1557.

b) Fill should be compacted in lifts not exceeding 8 inches (loose).

6.2.4 Excavating Conditions

a) Excavation of on-site materials may be accomplished with standard earthmoving or trenching equipment. No hard rock was encountered which will require blasting.

b) Perched groundwater was encountered at a depth of 13 feet in our deepest boring. Dewatering is anticipated in excavations extending deeper than 13 feet below existing ground surface.

6.2.5 Shrinkage

For preliminary earthwork calculation, an average shrinkage factor of approximately 10 percent is recommended for the soils (this does not include handling losses).

6.2.6 Expansion Potential

a) Based upon the laboratory testing, the expansion potential for the on-site soils is considered to be *medium.*

b) Any imported material, or doubtful material exposed during grading, should be evaluated for its expansive properties.

c) In any event, the subgrade soils should be tested for their expansion potential or during the final stages of grading.

6.2.7 Sulphate Content

a) The sulphate contents of representative samples of the soil are greater than 0.1%. The sulphate exposure is considered to be *severe*.

b) Use of 4,500 psi strength concrete is suggested, however, the final recommendations should be provided by the structural engineer.

6.2.8 Utility Trenching

a) The walls of temporary construction trenches in fill should stand nearly vertical, with only minor sloughing, provided the total depth does not exceed 3 feet (approximately). Shoring of excavation walls or flattening of slopes may be required, if greater depths are necessary.

b) Trenches should be located so as not to impair the bearing capacity or to cause settlement under foundations. As a guide, trenches should be clear of a 45-degree plane, extending outward and downward from the edge of foundations. Shoring should comply with Cal-OSHA regulations.

c) Existing soils may be utilized for trenching backfill, provided they are free of organic materials.

d) All work associated with trench shoring must conform to the state and federal safety codes.

6.2.9 Surface Drainage Provisions

Positive surface gradients should be provided adjacent to the buildings to direct surface water run-off away from structural foundations and to suitable discharge facilities.

6.2.10 Grading Control

All grading and earthwork should be performed under the observation of a Geotechnical Engineer in order to achieve proper subgrade preparation, selection of satisfactory materials, placement and compaction of all structural fill. Sufficient notification prior to stripping and earthwork construction is essential to make certain that the work will be adequately observed and tested.

6.3 Mat Foundation

a) The proposed equipment pad may be supported on mat footings founded in the competent soils.

b) The mat should be at least 12 inches thick and should be embedded 6 inches below the lowest finished surface.

c) The following parameters should be utilized for the design of the building. The allowable values are provided below:

	Bearing Capacity (lb/ft^2)	**Modulus of Subgrade Reaction (lb/in^3)**
Fill Soils	1,000	100

d) Footing excavations should be observed by the Geotechnical Engineer.

e) Total static settlement under mat footings are expected to be within tolerable limits and are not expected to exceed ¾ inch. Due to the lighter uniform loads from the mat footing, the differential settlement will not exceed ¼ inch.

6.4 Exterior Slab-on-Grade

a) The exterior concrete slab may be founded on the reworked existing soils or compacted fill.

b) The slab should be underlain by six inches of granular material. A plastic vapor barrier is recommended to be placed at the mid-height of the base layer.

c) It is recommended that #4 bars on 12-inch center, both ways, or equivalent be provided as minimum reinforcement in slabs-on-grade. Joints should be provided and slabs supporting no vehicular traffic should be at least 6 inches thick.

d) The FFL should be at least 6 inches above highest adjacent grade.

e) The subgrade soils should be kept moist prior to the concrete pour.

f) To further reduce the effects of the expansive soils, it is suggested that the upper 12 inches of the subgrade soils are replaced with imported soils with low expansion potential and compacted to 90 percent relative compaction.

6.5 Seismic Coefficients

For seismic analysis of the proposed project in accordance with the seismic provisions of ASCE 7-16, we recommend the following:

ITEM	VALUE
Site Latitude (Decimal-degrees)	33.84847
Site Longitude (Decimal-degrees)	-118.24729
Site Class	D-Default
Risk Category	II
Mapped Spectral Response Acceleration-Short Period (0.2 Sec) - S_S	1.717
Mapped Spectral Response Acceleration-1 Second Period – S_1	0.617
Short Period Site Coefficient-F_a	1.2
Long Period Site Coefficient F_v	1.
Adjusted Spectral Response Acceleration @ 0.2 Sec. Period (Sms)	2.060
Adjusted Spectral Response Acceleration @ 1Sec.Period (S_{m1})	1.049
Design Spectral Response Acceleration @ 0.2 Sec. Period (S_{Ds})	1.374
Design Spectral Response Acceleration @ 1-Sec. Period (S_{D1})	0.700

6.6 Corrosion Potential

a) Soil Corrosion potential for metal and concrete was estimated by performing water-soluble sulfate, chloride, pH, and electrical resistivity tests during this investigation.

b) Electrical resistivity is a measure of soil resistance to the flow of corrosion currents. Corrosion currents are generally high in low resistivity soils. The electrical resistivity of a soil decreases primarily with an increase in its chemical and moisture contents.

c) A commonly accepted correlation between electrical resistivity and corrosivity for buried ferrous metals is presented below:

Electrical Resistivity, Ohm-cm	Corrosion Potential
Less than 1,000	Severe
1,000-2,000	Corrosive
2,000-10,000	Moderate
Greater than 10,000	Mild

d) Results of electrical resistivity test indicate a value of 1,256 ohm-cm for the near-surface soils. Based on this data, it is our opinion that, in general, on-site near-surface soils are considered *severely corrosive* in nature. This potential should be considered in design of underground metal pipes.

7. LIMITATIONS

a) Soils and bedrock over an area show variations in geological structure, type, strength and other properties from what can be observed, sampled and tested from specimens extracted from necessarily limited exploratory borings. Therefore, there are natural limitations inherent in making geologic and soil engineering studies and analyses. Our findings, interpretations, analyses and recommendations are based on observation, laboratory data and our professional experience; and the projections we make are professional judgments conforming to the usual standards of the profession. No other warranty is herein expressed or implied.

b) In the event that during construction, conditions are exposed which are significantly different from those described in this report, they should be brought to the attention of the Geotechnical Engineer.

c) The recommendations included in this report are intended to minimize the potential of distress caused by the underlying soils. However, it should be noted that certain amount of cracking, uplifting and tilting of may be unavoidable and should be anticipated during the lifetime of the proposed structures.

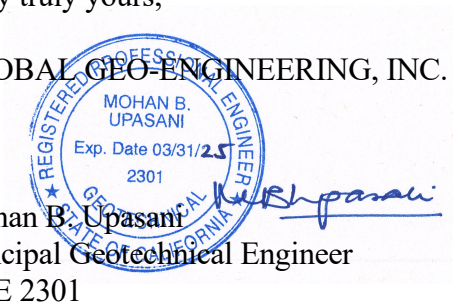
d) Other factors that should be considered with respect to the stability of temporary excavation sidewalls include construction traffic and storage of materials on or near the tops of the slopes, construction scheduling, and weather conditions at the time of construction. All applicable requirements of the California Construction and General Industry Safety Orders, the Occupational Safety and Health Act of 1970, and the Construction Safety Act should also be followed. No temporary excavations should be left open without proper protections to mitigate safety hazards.

e) **The contractor is solely responsible for ensuring the safety of construction personnel and the general public, and for appointing a designated *Competent Person* to observe and classify temporary excavation sidewalls pursuant to OSHA Safety and Health Regulations for Construction.**

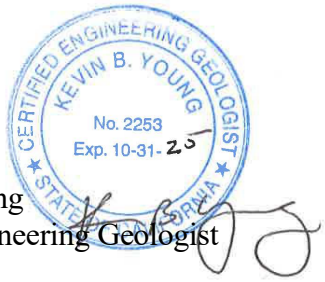
The opportunity to be of service is sincerely appreciated. If you have any questions or if we can be of further assistance, please call.

Very truly yours,

GLOBAL GEO-ENGINEERING, INC.



Mohan B. Upasani
Principal Geotechnical Engineer
RGE 2301
(Exp. March 31, 2025)



Kevin B. Young
Principal Engineering Geologist
CEG 2253
(Exp. October 31, 2025)

MBU/KBY: fdg

Enclosures:

Location Map	- Figure 1
Seismicity Map	- Figure 2
References	- Appendix A
Field Exploration	- Appendix B
Unified Soils Classification System	Figure B-1
Logs of Borings	Figures B-2 through B-4
Boring Location Plan	Figure B-5
Laboratory Testing	- Appendix C

APPENDIX A

References

1. California Department of Water Resources, Data Retrieved October 3, 2023, *Water Data Library Station Map*.

2. California Geological Survey, *Earthquake Fault Zones of Required Investigation,* (Internet).

3. California Geological Survey, 1998 (Revised 2001, 2005 and 2006), *Seismic Hazard Zone Report for the Long Beach 7.5-Minute Quadrangle, Los Angeles County, California*, Seismic Hazard Zone Report 028.

4. California Office of Statewide Health Planning and Development, Seismic Design Maps Web Tool, ASCE 7-16 Standard (Internet).

5. United States Geological Survey, 1964 photorevised 1981, Long Beach Quadrangle, 7.5-Minute Topographic Series.

APPENDIX B

Field Exploration

a) The site was explored on September 22, 2023, utilizing hand labor to excavate three borings, excavated to depths ranging from 8.5 to 14 feet below the existing ground surface. The borings were subsequently backfilled.

b) The soils encountered in the excavations were logged and sampled by our Engineering Geologist. The soils were classified in accordance with the Unified Soil Classification System described in *Figure B-1*. The Logs of Borings are presented in *Figures B-2* through *B-4*. The approximate locations of the borings are shown on the *Boring Location Plan, Figure B-5*. The logs, as presented, are based on the field logs, modified as required from the results of the laboratory tests. Driven ring and bulk samples were obtained from the excavations for laboratory inspection and testing. The depths at which the samples were obtained are indicated on the logs.

c) Perched groundwater was encountered at a depth of 13 feet below ground surface in our deepest boring (HA-1).

d) Caving occurred below a depth of 13 feet below ground surface in Boring HA-1.

UNIFIED SOILS CLASSIFICATION (ASTM D-2487)

PRIMARY DIVISION			GROUP SYMBOL	SECONDARY DIVISIONS
COARSE GRAINED SOILS More than half of materials is larger than #200 sieve size	GRAVELS More than half of coarse fraction is larger than #4 sieve	Clean Gravels (<5% fines)	GW	Well graded gravels, gravel-sand mixture, little or no fines
			GP	Poorly graded gravels or gravel-sand mixtures, little or no fines
		Gravel with Fines	GM	Silty gravels, gravel-sand-silt mixture. Non-plastic fines.
			GC	Clayey gravels, gravel-sand-clay mixtures. Plastic fines
	SANDS More than half of coarse fraction is smaller than #4 sieve	Clean Sands (<5% fines)	SW	Well-graded gravels, gravel-sand mixtures, little or no fines.
			SP	Poorly graded sands or gravelly sands, little or no fines.
		Sands with Fines	SM	Silty sands, sand-silt mixtures. Non-Plastic fines.
			SC	Clayey sands, sand-clay mixtures. Plastic fines.
FINE GRAINED SOILS More than half of material is smaller than #200 sieve size	SILTS AND CLAYS LIQUID LIMIT IS LESS THAN 50		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts, with slight plasticity
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS LIQUID LIMIT IS GREATER THAN 50		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
			CH	Inorganic clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity, organic silts.
	Highly Organic Soils		PT	Peat and other highly organic soils.

CLASSIFICATION BASED ON FIELD TESTS

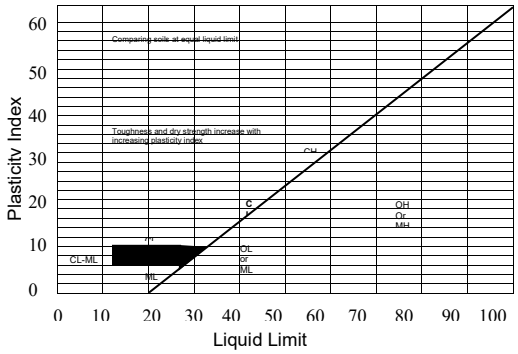
PENETRATION RESISTANCE (PR)	
Sands and Gravels	
Relative Density	Blows/foot
Very loose	0-4
Loose	4-10
Medium Dense	10-30
Dense	30-50
Very Dense	Over 50

Clays and Silts		
Consistency	Blows/foot*	Strength**
Very Soft	0-2	0-½
Soft	2-4	¼-½
Firm	4-8	½-1
Stiff	8-15	1-2
Very Stiff	15-30	2-4
Hard	Over 30	Over 4

*Numbers of blows of 140 lb hammer falling 30 inches to drive a 2-inch O.D. (1 3/8 in. I.D.) Split Barrel sampler (ASTM-1568 Standard Penetration Test)

**Unconfined Compressive strength in tons/sq. ft. Read from pocket penetrometer

CLASSIFICATION CRITERIA BASED ON LAB TESTS



Plasticity chart for laboratory Classification of Fine-grained soils

GW and SW – $C_u = D_{60}/D_{10}$ greater than 4 for GW and 6 for SW; $C_c = (D_{30})^2/D_{10} \times D_{60}$ between 1 and 3

GP and SP – Clean gravel or sand not meeting requirement for GW and SW

GM and SM – Atterberg limit below "A" line or P.I. less than 4

GC and SC – Atterberg limit above "A" line P.I. greater than 7

CLASSIFICATION OF EARTH MATERIAL IS BASED ON FIELD INSPECTION AND SHOULD NOT BE CONSTRUED TO IMPLY LABORATORY ANALYSIS UNLESS SO STATED.

Fines (Silty or Clay)	Fine Sand	Medium Sand	Coarse Sand	Fine Gravel	Coarse Gravel	Cobbles	Boulders
Sieve Sizes	200	40	10	4	¾"	3"	10"

GLOBAL GEO-ENGINEERING, INC.

GEOLOGIC AND SOILS ENGINEERING, IRVINE, CALIFORNIA

Mills Park
1340 East Dimondale Drive
Carson, California

Date: January 2024

Figure No.: B-1

Project No.: 9864-04

Global Geo-Engineering, Inc.
Irvine, CA

Geologists and Geotechnical Engineers

Mills Park
1340 East Dimondale Drive
Carson, California

Project: 9864-04

LOG OF BORING HA-1

Date : September 22, 2023
Logged By : KBY
Diameter of Boring : 4"
Drilling Company : Mike's Excavating Service

Equipment : Hand Equipment

Sample Type: Ring, Bulk

Water Levels: Groundwater Encountered, Seepage Encountered

Depth in Feet	Sample	Field Moisture % Dry Weight	Dry Density lb./cubic ft.	Blow Count	Water Level	USCS	GRAPHIC	DESCRIPTION
0								
		17.1	106.8			CL		Silty CLAY: dark olive gray, moist to very moist, soft to medium stiff with rootlets @2.5' dark olive gray to light reddish brown FILL
5		34.0	83.8			ML		Sandy Clayey SILT: olive gray, moist to very moist, soft to medium stiff with CLAY interbeds
		34.6	84.1					@8.5' very moist, slightly porous with caliche stringers
10		32.5	90.1			CL		Silty CLAY: olive brown, moist to very moist, soft to medum stiff @10' olive gray, very moist @11' with caliche stringers
						ML		Sandy SILT: olive gray, wet, soft to medium stiff, water encountered ALLUVIUM
15								Bottom of Boring at 14 feet 1. Caving to 13 feet 2. Groundwater encountered at 13 feet 3. Boring Backfilled
20								

Figure B-2

01-03-2024 C:\Program Files (x86)\mtech2022\temp\temp\Boring Logs 2002 Editon\9864-04 - Mills Park - HA-1.bor

Global Geo-Engineering, Inc. Irvine, CA Geologists and Geotechnical Engineers	LOG OF BORING HA-2	Equipment : Hand Equipment
Mills Park 1340 East Dimondale Drive Carson, California	Date : September 22, 2023 Logged By : KBY Diameter of Boring : 4" Drilling Company : Mike's Excavating Service	
Project: 9864-04		

Sample Type: Ring, Bulk

Water Levels: Groundwater Encountered, Seepage Encountered

Depth in Feet	Sample	Field Moisture % Dry Weight	Dry Density lb./cubic ft.	Blow Count	Water Level	USCS	GRAPHIC	DESCRIPTION
0								
	☒	20.2	97.2			ML		Sandy Clayey SILT: olive gray, slightly moist, medium stiff with roots FILL
5	☒	27.9	91.0			ML		Clayey Sandy SILT: olive gray, moist, soft to medium stiff
	☒	33.3	83.3					@8' olive brown
10	☒	34.0	88.2			CL		Sandy Silty CLAY: olive brown to olive gray, moist to very moist, soft to medum stiff @11' more Sandy, very moist ALLUVIUM
								Bottom of Boring at 11.5 feet 1. No significant caving 2. No groundwater or seepage encountered 3. Boring Backfilled
15								
20								

Figure B-3

01-03-2024 C:\Program Files (x86)\mtech2022\temp\temp\Boring Logs 2002 Editon\9864-04 - Mills Park - HA-2.bo

Global Geo-Engineering, Inc. Irvine, CA Geologists and Geotechnical Engineers	LOG OF BORING HA-3	Equipment : Hand Equipment
Mills Park 1340 East Dimondale Drive Carson, California	Date : September 22, 2023 Logged By : KBY Diameter of Boring : 4" Drilling Company : Mike's Excavating Service	
Project: 9864-04		

Sample Type: Ring, Bulk

Water Levels: Groundwater Encountered, Seepage Encountered

Depth in Feet	Sample	Field Moisture % Dry Weight	Dry Density lb./cubic ft.	Blow Count	Water Level	USCS	GRAPHIC	DESCRIPTION
0	⊠	18.9	98.6			ML		Sandy Clayey SILT: dark olive gray, slightly moist to moist, medium stiff FILL
5	⊠	28.2	90.6			ML		Sandy Clayey SILT: olive brown, moist, soft to medium stiff
	⊠	32.1	91.2			CL		Silty CLAY: olive brown, moist, soft to medum stiff ALLUVIUM
10								Bottom of Boring at 8.5 feet 1. No significant caving 2. No groundwater or seepage encountered 3. Boring Backfilled
15								
20								

Figure B-4

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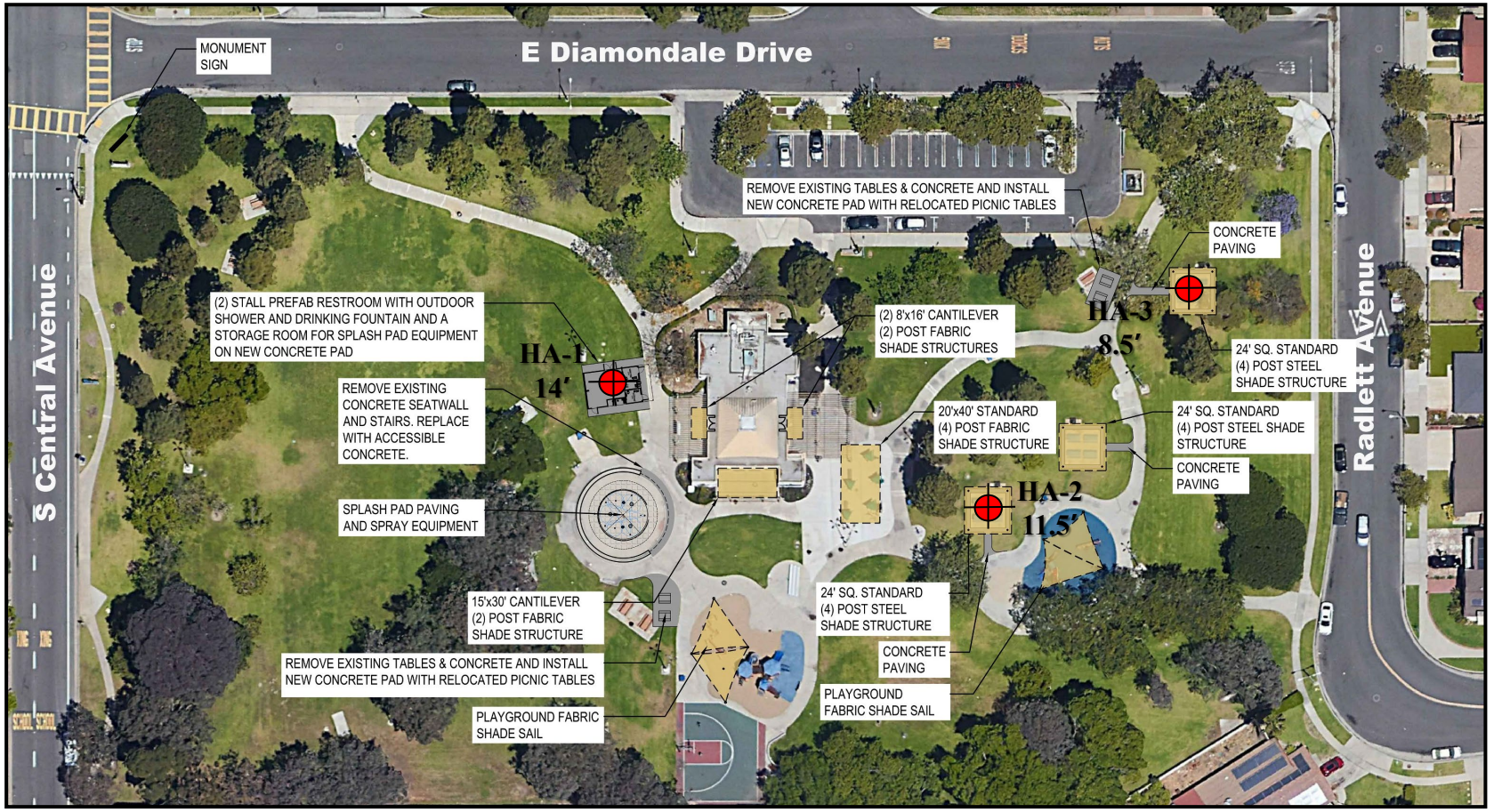
BORING LOCATION PLAN



KEY

HA-3 8.5′ Approximate Location of Boring, Showing Total Depth

N

80 0 80 160

APPROXIMATE SCALE FEET

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Mills Park
1340 East Dimondale Drive
Carson, California

Date: January 2024

Project No.: 9864-04

Figure No: B-5

APPENDIX C

Laboratory Testing Program

The laboratory-testing program was directed towards providing quantitative data relating to the relevant engineering properties of the soils. Samples considered representative of site conditions were tested as described below.

a) Moisture and Density

Moisture-density information usually provides a gross indication of soil consistency. Local variations at the time of the investigation can be delineated, and a correlation obtained between soils found on this site and nearby sites. The dry unit weights and field moisture contents were determined for selected samples. The results are shown on the Logs of Borings.

b) Compaction

A representative soil sample was tested in the laboratory to determine the maximum dry density and optimum moisture content, using the ASTM D1557 compaction test method. This test procedure requires 25 blows of a 10-pound hammer falling a height of 18 inches on each of five layers, in a 1/30 cubic foot cylinder. The results of the test are presented below.

Boring No.	Sample Depth (ft.)	Soil Description	Optimum Moisture Content (%)	Maximum Dry Density (lb/ft^3)
HA-1	1-2	Silty CLAY	14.0	113.2

c) Sulfate Content

A representative soil sample was analyzed for its sulphate content. The results are given below:

Boring No.	Sample Depth (ft.)	Soil Description	Sulphate Content (%)
HA-1	1-2	Clayey SAND	0.1118

d) Chloride Content

A representative soil sample was analyzed for chloride content in accordance with California Test Method CA422. The result is given below:

Boring No.	Sample Depth (ft)	Soil Description	Chloride Content (%)
HA-1	1-2	Silty CLAY	0.0180

e) Resistivity and pH

A representative soil sample was analyzed in accordance with California Test Methods CA532 and CA643 to determine the minimum resistivity and pH. The result is provided below:

Boring No.	Sample Depth (ft)	Soil Description	pH	Minimum Resistivity (Ohm-cm)
HA-1	1-2	Silty CLAY	8.4	1,256

f) Expansion Potential

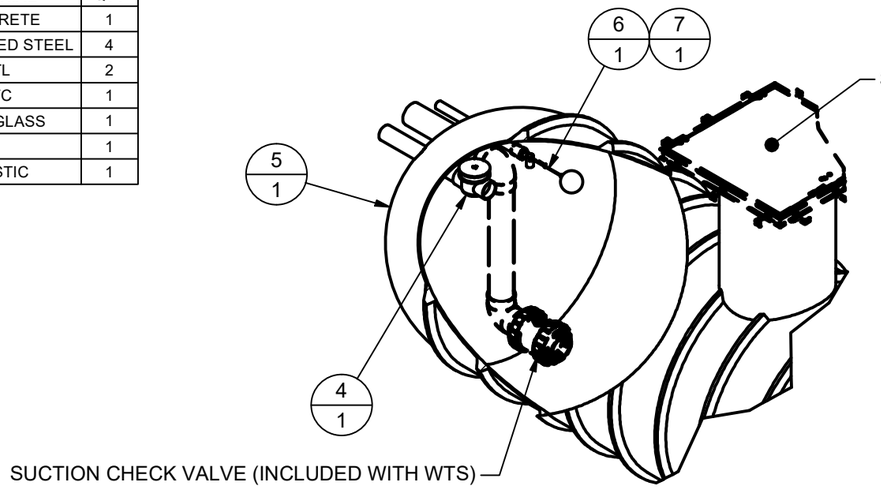
Surface soils were collected in the field and tested in the laboratory in accordance with the ASTM Test Designation D4829. The degree of expansion potential is determined from soil volume changes occurring during saturation of the specimen. The results of the tests are presented below:

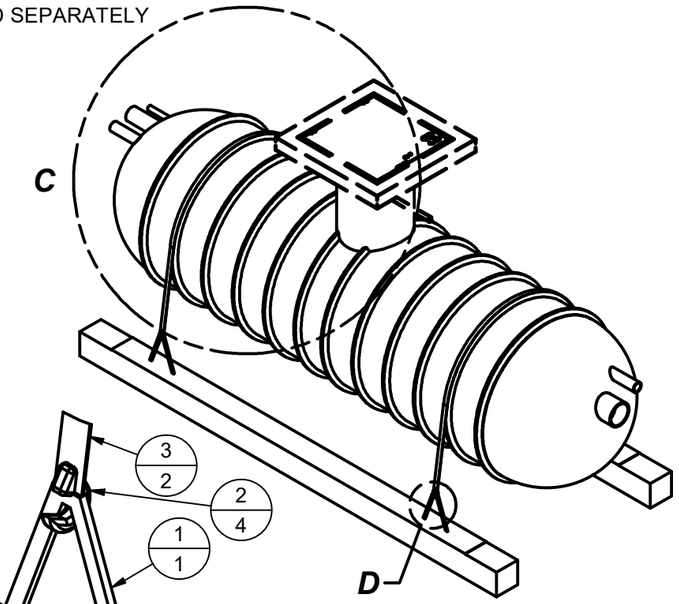
Boring No.	Sample Depth (ft)	Soil Description	Expansion Index	Expansion Potential
HA-1	1-2	Silty CLAY	69	Medium

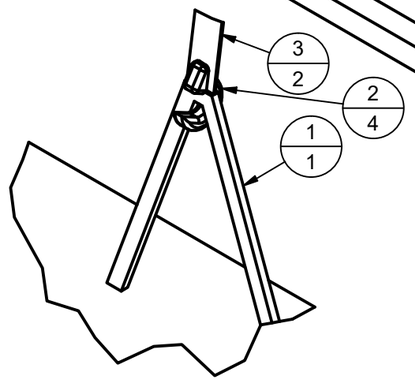
APPENDIX B

ITEM	PART ID	REV	DESCRIPTION	MATERIAL	QTY
1		A	XERXES DEADMEN	CONCRETE	1
2		A	XERXES GALVANIZED HOOK	GALVANIZED STEEL	4
3		A	XERXES 6FT STRAP AND TURNBUCKLE	STL	2
4	0002-3896	B	VALVE, BACKWATER, 4", PVC, SOC	PVC	1
5	0011-3774	A	TANK 4000USG SINGLE LOOP	FIBREGLASS	1
6	0011-5451	A	WATTS XS134 FLOAT VALVE		1
7	0011-5452	A	WATTS FLT-B	PLASTIC	1

REV	DESCRIPTION	DATE
A	INITIAL RELEASE	6/28/2024
B	REMOVED HATCH/LID	10/24/2024







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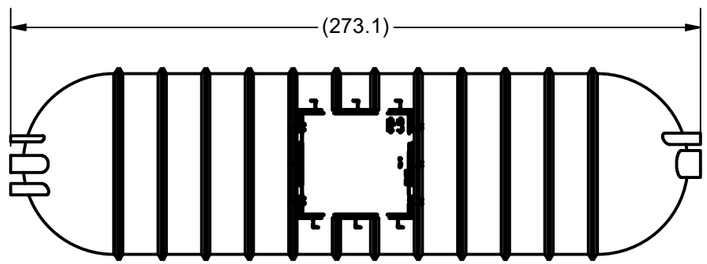

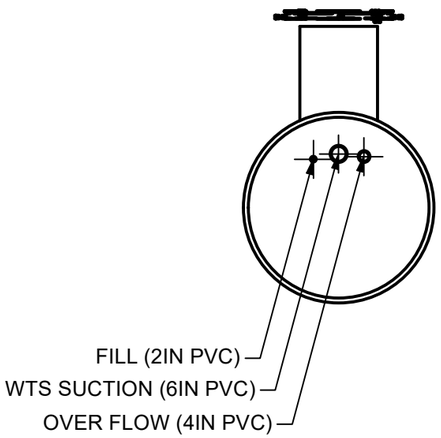

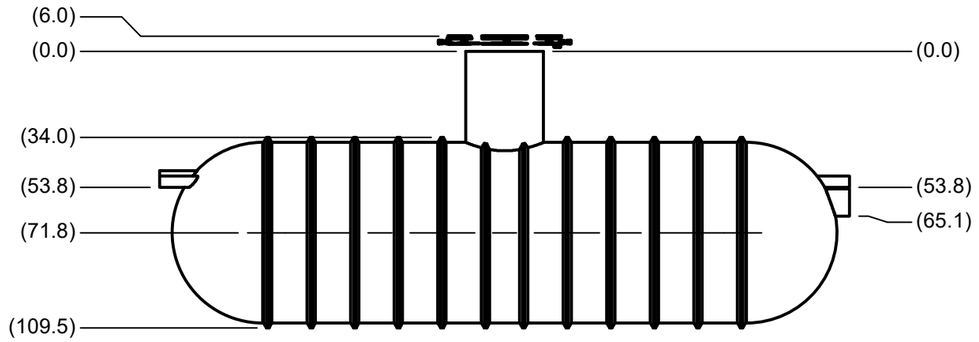

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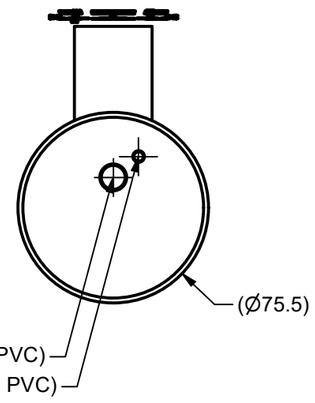


TORQUE VALUES UNLESS NOTED
1/4-20....63 in-lbs 1/2-13....37 ft-lbs
3/8-16....201 in-lbs

MASS: 8078.2 lbmass

ALL PLANS AND DESIGNS AT ALL TIMES REMAIN THE PROPERTY OF THE WMI MANUFACTURING CORPORATION AND CANNOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION.

WATERPLAY BY MAKS
805 CROWLEY AVE.
KELOWNA, BC
CANADA, V1Y 7G6
P: 250-712-3393
F: 250-861-4814

TOLERANCES UNLESS NOTED
.X ±0.5
.XX (>10) ±0.05
.XX (<10) ±0.01
.XXX ±0.005
ANGULAR ±1°
SURFACE FINISH 63µ in.
ALL DIMENSIONS IN INCHES

THIRD ANGLE PROJECTION

DESIGNED: TYRHIR
DRAWN: TYRHIR
CHECKED: PAYKOV
DATE: 9/12/2023

TANK 4000USG SINGLE LOOP

WATER MANAGEMENT

DWG ID: **0011-3782** | REV: **B** | SIZE: B | SCALE: NTS | SHEET: 1 | OF: 4

GENERAL

1. Backfill is a critical part of a proper tank installation.

• Both primary and secondary backfill material is to be clean, free-flowing, and free of dirt, sand, large rocks, roots, organic materials, debris, ice and snow.

• No backfill material shall be frozen or contain lumps of frozen material any time during compaction or placement.

PRIMARY BACKFILL

2. Use coarse aggregate (rounded stones or crushed stones) as primary backfill material.

- Rounded stone to be 0.75IN MAX. to 0.125IN MIN.
- Crushed stone to be 0.50IN MAX. to 0.125IN MIN.

3. Primary backfill material should be a mix of well-graded stones, generally conforming to the 6, 67, 7 and 8 sizes of ASTM's C33.

4. No more than 5% of this material can be small enough to pass through the #8 sieve.

5. Do not use materials like soft limestone, sandstone, sea shells or shale that break down over time.

SECONDARY BACKFILL (used in split backfill installations)

6. Examples of acceptable secondary backfill material are:

• Clean native backfill

• Coarse sand

• Gravel

7. Secondary backfill must be compact to achieve a minimum of 85% standard proctor density.

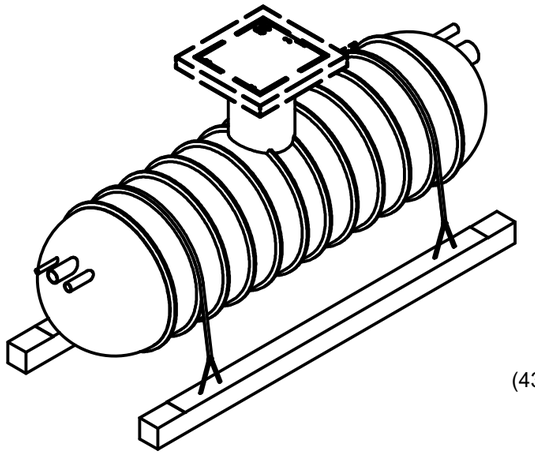
8. 100% of secondary backfill material must pass through a 1IN [250mm] sieve.

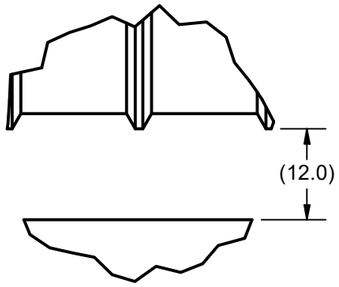
9. Secondary material must be installed in 12IN [300mm] to 24IN [610mm] lifts compatible with the compaction equipment used.

10. When using secondary backfill, consider potential frost-related problems to avoid frost heave.

11. Requirements of the piping, surface slab or roadway used may determine specifications for secondary backfill material and compaction above the filter-fabric layer.

12. Refer to applicable codes or standards for base course and sub-base course material and compaction requirements.





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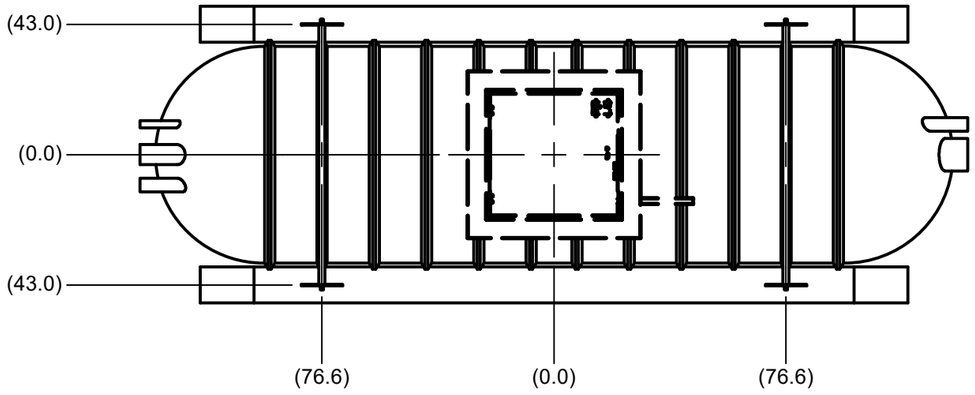

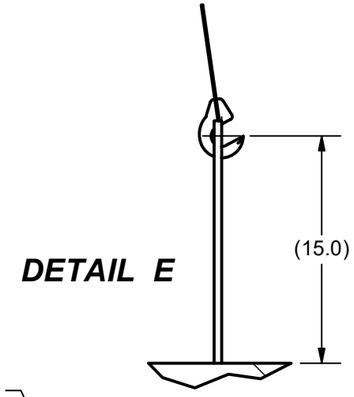

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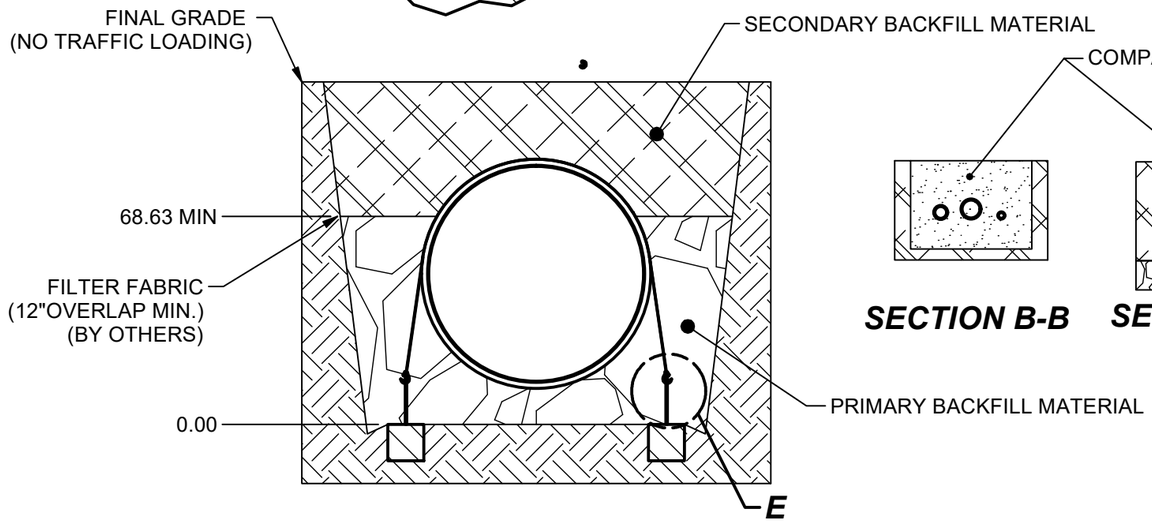
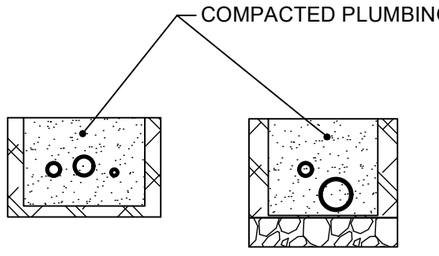
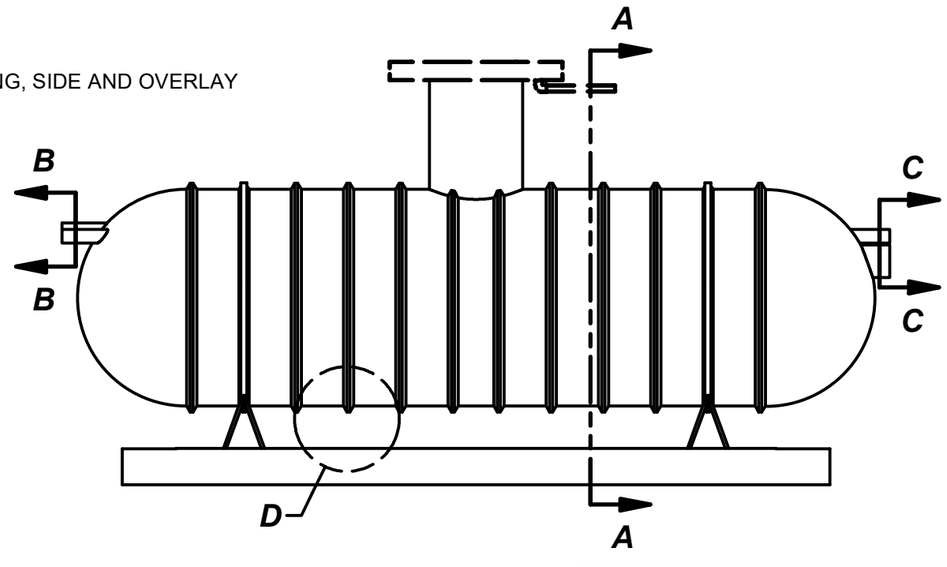


SECTION A-A



SECTION B-B ***SECTION C-C***



TO BE USED WITH XERXES INSTALLATION MANUAL AND/OR LOCAL CODES/REQUIREMENTS

USE IN CONJUNCTION WITH SHEET NO. 1

WATERPLAY BY MAKS

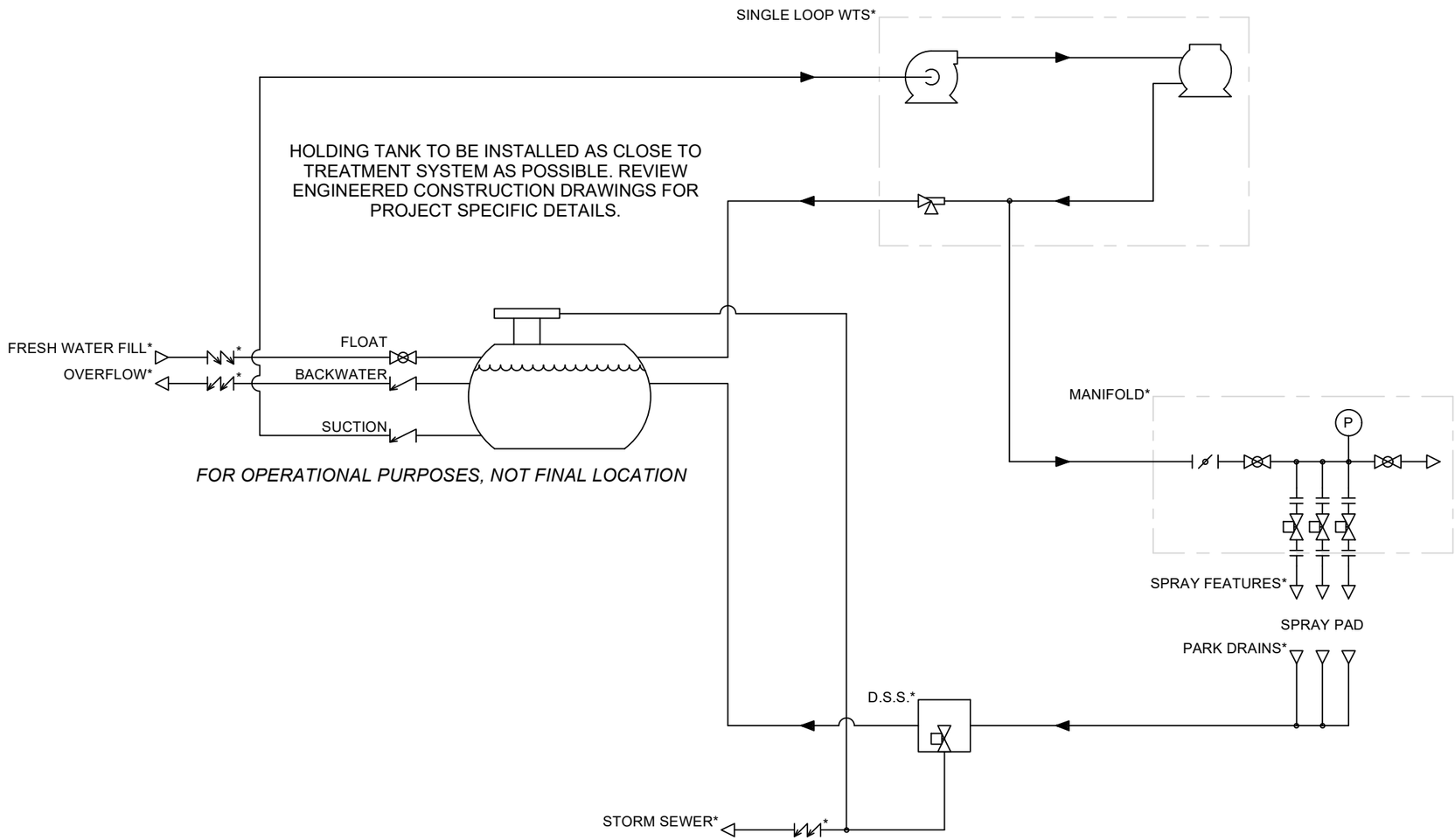
805 CROWLEY AVE.
KELOWNA, BC
CANADA, V1Y 7G6
P: 250-712-3393
F: 250-861-4814

THIRD ANGLE PROJECTION	DWG ID:	REV:	SIZE:	SCALE:	SHEET:
	0011-3782	B	B	NTS	2 OF: 4

INSTALLATION MUST BE PERFORMED BY QUALIFIED PERSONNEL AND ADHERE TO ALL LOCAL CODES

P&ID SYMBOLS	
ENGLISH DESCRIPTION	**SYMBOL**
PLUMBING	
FLEXIBLE TUBING	
WIRING REFERNCE	
CONTINUATION	
FLOW DIRECTION	
VANSTONE FLANGE	
BUTTERFLY VALVE	
SAMPLE POINT	
BALL VALVE	
CHECK VALVE (SINGLE & DOUBLE)	
PRESSURE SUSTAINING VALVE	
ACTUATED MULTI-PORT VALVE	
MULTI-PORT VALVE	
EROSION FEEDRER	CL
PRESSURE TRANSDUCER	PT
ELECTRONIC FLOW METER	M
PRESSURE GAUGE	P
VACUUM GAUGE	V
FLOW METER	F
INSPECTION POINT	
UV REACTOR	UV
ACTUATED VALVE	
Y STRAINER	
STATIC MIXER	
CENTRIFUGAL PUMP	
PERISTALTIC PUMP	
SAND FILTER	

SEE WTS INSTALL FOR MORE DETAILS

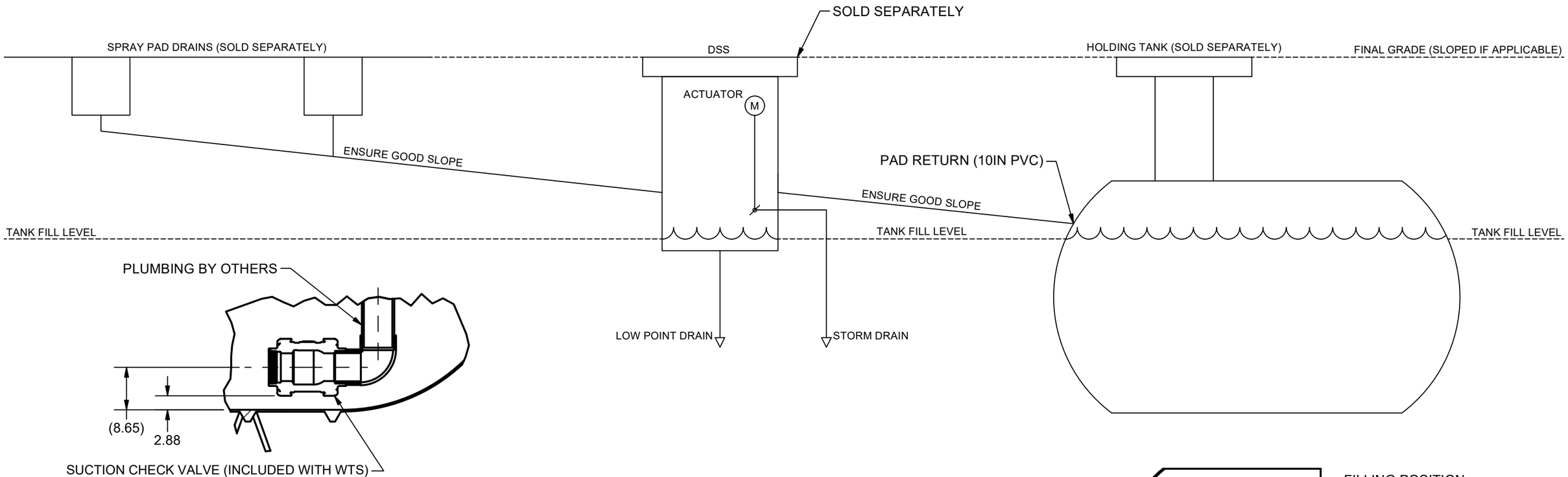


USE IN CONJUNCTION WITH SHEET NO. 1

THIRD ANGLE PROJECTION

DWG ID: **0011-3782** | REV: **B** | SIZE: B | SCALE: NTS | SHEET: 3 | OF: 4

WATERPLAY BY MAKS
805 CROWLEY AVE.
KELOWNA, BC
CANADA, V1Y 7G6
P: 250-712-3393
F: 250-861-4814



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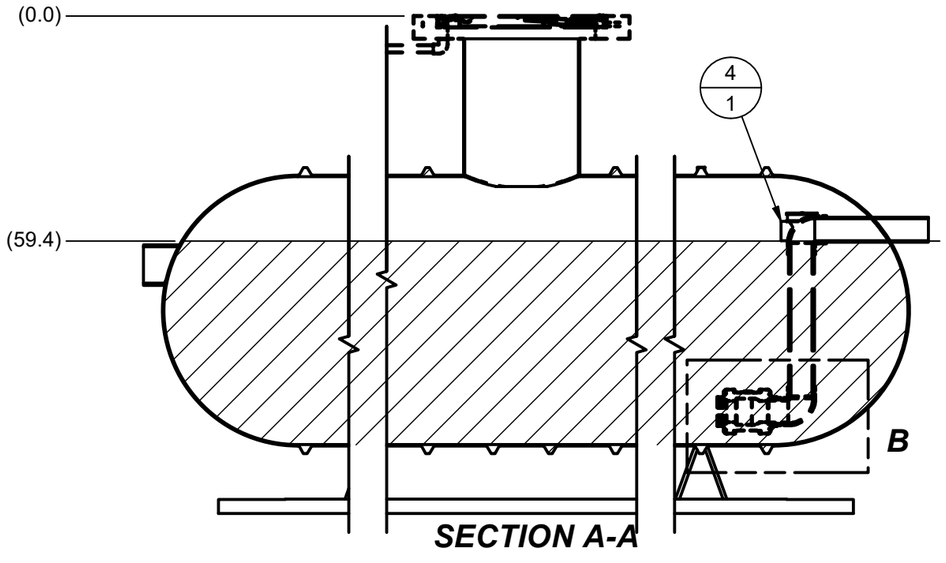
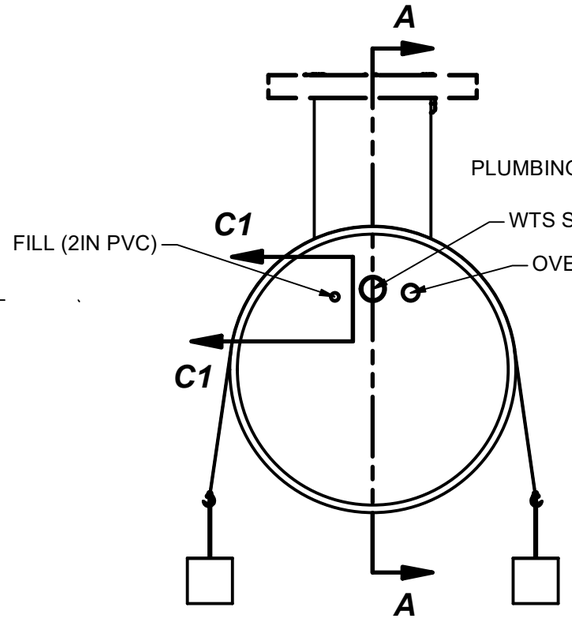
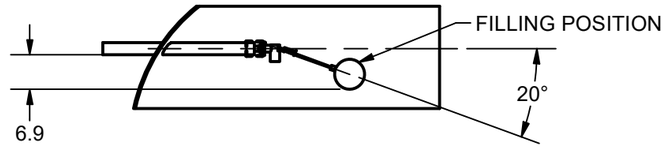


SECTION A-A





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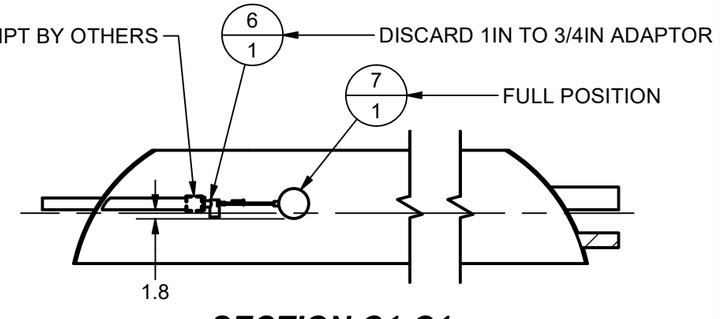

SECTION C1-C1

USE IN CONJUNCTION WITH SHEET NO. 1

WATERPLAY BY MAKA

805 CROWLEY AVE.
KELOWNA, BC
CANADA, V1Y 7G6
P: 250-712-3393
F: 250-861-4814

THIRD ANGLE PROJECTION	DWG ID:	REV:	SIZE:	SCALE:	SHEET:
	0011-3782	B	B	NTS	4 OF: 4

SECTION 02 4100
ROOF REMOVAL AND SUBSTRATE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

A. Removal of existing roofing components and substrate preparation related to roof replacement work.

B. Recycling of attached built-up roofing system, membranes, adhesion, foam insulation, damaged plywood, etc.

1.2 RELATED SECTIONS

A. Division 1 – Submittal Procedures

B. Section 01 6000 – Product Requirements

1.3 REFERENCES

A. Reference standards of the following sources are applicable to products and procedures specified in Part 2 - Products and Part 3 – Execution of this Section:
   1. Factory Mutual Global (FM)
   2. National Roofing Contractors Association (NRCA)

1.4 SUBMITTALS

A. Prior to the start of work, submit the following to the Owner for approval:
   1. Product submittals required within Division 1.

B. Refer to Division 1 for procedural requirements related to the submittal process.

1.5 QUALITY ASSURANCE PROCEDURES

A. Applicator Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive a manufacturer's warranty. Company shall have a minimum of 5 years' documented experience certified by roofing system manufacturer.

B. Single Source Responsibility: Roofing system materials and components shall be supplied and warranted by roofing system manufacturer for specified roofing system and shall be in compliance with specified regulatory requirements.

C. Examine the technical specifications and drawings. Verify all dimensions,

detail conditions, roof plan notes and existing site conditions that may affect the work. Verification of existing dimensions and site conditions is the responsibility of the Contractor. No additional compensation will be considered for failure to verify existing dimensions, detail conditions, roof plan note callouts, and existing site conditions.

D. Upon examination, if conflicts between the technical specifications and drawings, and those of federal, state, or local regulatory agencies, the product manufacturer, industry roofing standards, or Owner-mandated requirements are discovered, notify the Owner immediately for resolution.

E. During work, if conditions are discovered which do not allow for continuation of the work per the technical specifications and drawings, notify the Owner immediately for resolution.

1.6 DELIVERY, STORAGE AND HANDLING

A. Refer to Section 01 6000 for transport, handling, storage, and product requirements.

B. Deliver materials in manufacturer's original containers, dry, undamaged, seals and labels intact.

C. Store materials in weather protected environment, clear of ground and moisture. Protect foam insulation from direct sunlight exposure. Store roll materials standing on end.

D. Protect adjacent materials and surfaces against damage from roofing work. Do not store materials on previously completed roofing.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not perform roof removal work during inclement weather.

B. Cold weather precautions:
1. Refer to product manufacturer and NRCA requirements and recommendations for cold weather application requirements and restrictions.

C. Material Safety Data Sheets (MSDS) of all specified products shall remain on site for the duration of this project.

PART 2 – PRODUCTS

2.1 FASTENERS

A. For re-securement of wood deck to underlying structural components, per Article 3.4:
   1. For untreated wood: No. 14 fluorocarbon-coated screws, length as necessary to penetrate minimum 1-1/4-inch depth into underlying wood structural framing.
   2. For treated wood: Stainless steel screws; length as necessary to penetrate minimum 1-1/4-inch depth into underlying wood structural framing.

B. For re-securement of existing perimeter wood nailers to underlying substrates, per Article 3.5:
   1. For securement to untreated wood: No. 14 fluorocarbon-coated screws, length as necessary to penetrate minimum 1-1/4-inch depth into underlying wood substrate.
   2. For securement to treated wood: Stainless steel screws; length as necessary to penetrate minimum 1-1/4-inch depth into underlying wood substrate.
   3. For securement to existing masonry walls: 1/4-inch minimum diameter “Tapcon” screws or other fastener type suitable to adequately secure the wood to the existing masonry wall.

PART 3 - EXECUTION

3.1 GENERAL

A. Exercise caution to avoid damage to components indicated as “existing” or remaining in place. Do not disturb these components.

B. Prior to any cutting, drilling, or removals, view both sides of the surface affected. If damage occurs to existing components, repair or replace components defaced or damaged during removals to the satisfaction of the Owner.

C. Prior to work start, the contractor shall obtain the services of a licensed plumber to verify that all roof drains and plumbing vents located within the project area are free of debris and properly functioning. Notify the Owner immediately if roof drains or plumbing vents are found to be blocked, clogged, or otherwise not properly functioning. The licensed plumber shall provide a letter indicating all roof drains and plumbing vents in the project area are free of debris and properly functioning. Refer to Section 01 3300.

3.2 ROOF REMOVAL

A. Removal of existing roofing and related components: Remove and discard all existing roofing materials down to the structural deck, except

components designated for recycling per Article 1.4. This includes spray-applied polyurethane foam roof systems (where existing), roofing membranes, base flashings, penetration flashings, insulation, underlying roof membranes, underlayment, and sheet metal flashings and accessories, as indicated in the specifications and drawings. Remove all roofing and related components in a manner that will not cause damage to the underlying structural deck.

B. Do not begin work until the substrates have been prepared as specified and are ready and acceptable to have materials installed. By beginning work, the Contractor acknowledges that the substrates are satisfactory.

C. Existing roof system protection:
   1. Do not use adjacent roof areas as storage areas for roofing materials.
   2. Where excessive traffic over new or existing roofing is unavoidable, provide and use 3/4-inch plywood, set over a minimum of 1-1/2-inch-thick rigid board insulation to protect roofing components in place (expanded polystyrene insulation is not acceptable).
   3. When materials are stored on the roof, provide roof protection as indicated above.

3.3 TEMPORARY DISPLACEMENT OF ROOFTOP EQUIPMENT

A. Temporary displacement of gas lines, conduit, junction boxes and condensate lines:
   1. Temporarily displace gas lines, conduit, junction boxes, condensate lines or other items that may interfere with roof replacement work. Any necessary disconnection of gas lines, conduit and junction boxes is to be performed by a licensed mechanical/electrical contractor as applicable to the work being performed. Coordinate all disconnections with the Owner.

B. After completion of work, reinstall any mechanical units that have been temporarily displaced. Reconnect all electrical, plumbing, gas lines and ventilation ducts where required. All reconnection of plumbing, gas lines, electrical conduit and ventilation ducts is to be performed by a licensed mechanical/electrical contractor. Coordinate all reconnections with the Owner.

C. After completion of work, reconnect any gas lines, conduit and/or junction boxes have been disconnected. Reconnection of gas lines, conduit and/or junction boxes is to be performed by a licensed mechanical/electrical contractor as applicable to the work being performed. Coordinate all reconnections with the Owner.

3.4 DECK INSPECTION AND RE-SECUREMENT

A. After completion of roof removal work, inspect the existing roof deck. If damaged or deteriorated roof deck is encountered, notify the Owner immediately. Refer to Section 06 1516 for wood roof deck repair and replacement procedures.

B. Re-securement of wood decks:
   1. For locations requiring a wind uplift rating of FM 1-90 or less:
      a. In the field of the roof, re-secure the existing wood deck at a maximum spacing of 12-inches on center (every other rib for 1-1/2 in. deck) at
      underlying supports in the field of the roof. At the roof perimeters and corners, re-secure the deck at a maximum spacing of 6 inches on center (every rib for 1-1/2 in deck) at all underlying supports.
      b. At each deck side lap, secure the deck to the supporting members. For interlocking-type side laps, secure both sides of the lap (upper and lower). For overlap-type side laps, ensure securement penetrates all deck panels at the laps.
      c. Ensure spacing between each side lap fastener or side lap fasteners and supports is no more than 36-inches in the field of the roof and no more than 30-inches on center in the perimeter and corner areas. Fasten overlap-type side laps with FM-Approved side lap fasteners.
   2. For locations requiring a wind uplift rating of FM 1-105 through 1-120:
      a. In the field of the roof, re-secure the existing wood deck at a maximum spacing of 6-inches on center (at every rib for 1-1/2 in. deck) at underlying supports in the field of the roof. At the roof perimeters and corners, re-secure the deck with two fasteners every 6-inches on center (two fasteners at each rib location for 1-1/2 in deck) at all underlying supports.
      b. At each deck side lap, secure the deck to the supporting members. For interlocking-type side laps, secure both sides of the lap (upper and lower). For overlap-type side laps, ensure securement penetrates all deck panels at the laps.
      c. Ensure spacing between each side lap fastener or side lap fasteners and supports is no more than 30-inches in the field of the roof and no more than 15-inches on center in the perimeter and corner areas. Fasten overlap-type side laps with FM-Approved side lap fasteners.

3.5 RE-SECUREMENT OF PERIMETER WOOD BLOCKING

A. Re-secure wood blocking (nailers) to the underlying substrate at perimeters in a manner to resist a minimum force of 300 lbs. per linear foot, at a minimum spacing of 12-inches on center. Refer to FM Global Loss Data Sheet 1-49.

3.6 RECYCLING OF EXISTING ROOFING COMPONENTS

A. Built-up roofing & Metal Roofing membrane:
   1. Confirm securement type of built-up roofing membrane. Note that fully-adhered roofing membranes cannot be recycled.
   2. Cut membrane into manageable pieces, following the instructions of the recycler. Remove and discard existing membrane seams, fastening strips, and associated fasteners.
   3. Remove roofing membrane from the roof surface.
   4. Contact the recycler for instructions regarding storage of roof membrane awaiting pick-up.

END OF SECTION

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for demolition and removal of existing building elements.
   2. Removal of designated building equipment and fixtures.
   3. Salvaged items.
   4. Salvaged material.
   5. Salvaged items for re-use.

B. Related Documents: The Contract Documents, as defined in Section 01 1000-Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

C. Related Sections:
   1. Section 01 3543 - Environmental Procedures: Recycling and reuse of waste materials.

1.2 SYSTEM DESCRIPTION

A. The extent of Selective Demolition Work is that Work necessary and required to facilitate the new construction indicated.

B. Demolition shall be such that all construction, new and existing, can be performed, and completed in accordance with the construction documents.

C. The contractor shall visit the project site and familiarize himself with the existing conditions and project requirements.

D. Verify the scope of the Work under this Section including salvage material. The City will be responsible for removing all materials and equipment which the City wishes to salvage prior to the beginning of this Work.

1.3 QUALITY ASSURANCE

A. Performance Criteria:
   1. Requirements of Structural Work: Do not cut structural work in a manner resulting in a reduction of load-carrying capacity of load/deflection ratio.
   2. Operational and Safety Limitations: Do not cut operational elements and safety-related components in a manner resulting in a reduction of capacities

to perform in a manner intended or resulting in a decreased operational life, increased maintenance, or decreased safety.

3. Visual Requirements: Do not cut work which is exposed on the exterior or exposed in occupied spaces of the building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the demolition work judged by the Engineer to be cut and patched in a visually unsatisfactory manner.
4. Loading: Do not superimpose loads at any point upon existing structure beyond design capacity including loads attributable to materials, construction equipment, demolition operations and shoring and bracing.
5. Vibration: Do not use means, methods, techniques, or procedures which would induce vibration into any element of the structure.
6. Fire: Do not use means, methods, techniques, or procedures which would produce any fire hazard unless otherwise approved by the Engineer.
7. Water: Do not use means, methods, techniques, or procedures which would produce excessive water run-off, and water pollution.
8. Air Pollution: Do not use means, methods, techniques, or procedures which would produce uncontrolled dust, fumes, or other damaging air pollution.

1.4 PROJECT SITE

A. Indicated "Existing Construction" was obtained from existing drawings or other information which may not reflect actual conditions. The Contractor shall verify all existing conditions and notify the Engineer of discrepancies before proceeding with the Work.

B. Perform the removal, cutting, drilling, etc., of existing work with extreme care, and using small tools in order not to jeopardize the structural integrity of the building.

C. Occupancy: Contractor shall make full use of the facility during construction.

D. Condition of Structure: The City assumes no responsibility for the actual condition of portions of the structure to be demolished.

E. Partial removal: Items of salvageable value to the Contractor may be removed from the structure as the work progresses if not claimed by the City. Salvaged items must be transported from the site as they are removed.

F. Protection: Make sure that the safe passage of persons around the area of demolition is maintained during the demolition operation. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

1.5 PROTECTION OF EXISTING CONSTRUCTION

A. Provide temporary protection of existing construction (floors, roof, and walls)

when adjoining new work and in traffic areas.

B. Provide temporary construction, constructed of framing and plywood, to protect existing construction and surrounding surfaces from damage by movement of materials and personnel.

C. The contractor is responsible for all damage to existing structure and shall replace or repair all areas of damage.

D. Repair, replace, or rebuild existing construction as required or as directed which has been removed, altered, or disrupted to allow for new construction. Existing construction shall be corrected to match adjacent construction, new or existing.

E. Perform cutting of existing concrete and masonry construction with saws and core drills. Do not use jack-hammers or explosives.

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

A. Removed and salvaged materials of value not designated for reinstallation, unless claimed as salvage by the City, shall become the property of the Contractor and shall be removed from the premises by the Contractor and recycled, reused, or disposed of as specified in Section 01 3543- Environmental Procedures.

B. The City will remove or, under separate contract, have all materials and equipment which the City requires removed prior to Work under this Section begins.

2.2 SALVAGED ITEMS FOR RE-USE

A. Materials and items scheduled for re-use which are damaged by the contractor to the extent which they cannot be re-used shall be replaced by the Contractor at no additional cost to the City.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

A. Temporary Support: Provide adequate temporary support for work to be cut to prevent failure. Do not endanger other work.

B. Provide adequate protection of other work during selective demolition to prevent damage and provide protection of the work from adverse weather exposure.

3.3 PROCEDURE

A. Employ only skilled tradesmen to perform selective demolition.

B. Cut work by methods least likely to damage work to the retained and work adjoining.

C. In general, where physical cutting action is required, cut work with sawing, and grinding tools, not with hammering and chopping tools. Core drill openings through concrete and masonry work.

D. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

E. Where selective demolition terminates at a surface or finish to remain, completely remove all traces of material selectively demolished, including mortar beds. Provide smooth, even, substrate transition.

3.4 POLLUTION CONTROLS

A. Use temporary enclosures and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with AQMD standards.

B. Comply with governing authorities pertaining to environmental protection.

1. Protect natural resources as specified in Section 01 3543 - Environmental Procedures.

C. Clean adjacent portion of the structure and improvement of dust, dirt and debris caused by demolition operations, as directed by the Engineer and governing authorities. Return adjacent areas to their condition prior to the start of the work.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. Collect, recycle, reuse, and dispose of demolished materials as specified in Section 01 3543 - Environmental Procedures and as approved by the City in the Solid Waste Management and Environmental Protection Plan.

3.6 SCHEDULE OF SELECTIVE DEMOLITION

A. Plumbing:
   1. Remove all plumbing fixtures and accessories including all exposed supply, waste, and vent piping.
   2. Concealed piping within and below slab construction shall be identified and capped a minimum of 3 inches (8 cm) below finish floor.

B. Electrical Service:
   1. All electrical circuits within the existing structure shall be abandoned from the existing service entrance section, beyond.
   2. Remove all abandoned electrical conduit, boxes, and wiring back to the existing electrical service which is to remain.

C. Provide additional selective demolition as indicated and required by the Contract Documents and as required for indicated new construction.

D. Items for demolition covered under the plans and these specifications include carpet, rubber base, build-in furniture, plumbing features, F.A.U. concrete slab saw cut, cap utilities, remove interior walls, some doors, selective demolition plus asbestos abatement.

E. Payment for items of work covered in the plans and Division 2 specification will be based on the lump sum bid price for building demolition and removals, no additional compensation will be allowed.

END OF SECTION

SECTION 03 3543
BONDED ABRASIVE POLISHED CONCRETE FLOORS

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes: Products and procedures for bonded abrasive polished concrete floors using multi-step wet/dry mechanical process, and accessories indicated, specified, or required to complete polishing.

1.2 DEFINITIONS

A. Terminology: As defined by Concrete Polishing Council (CPC) glossary.

B. Polished Concrete: The act of changing a concrete floor surface, with or without surface exposure of aggregate, to achieve a specified level of appearance.

C. Bonded Abrasive Polished Concrete: The multi-step operation of mechanically grinding, honing, and polishing a concrete floor surface with bonded abrasives to cut a concrete floor surface and to refine each cut to the maximum potential to achieve a specified level of appearance as defined by the CPC.

1.3 SUBMITTALS

A. Product Data: Manufacturer’s technical literature for each product indicated, specified, or required. Include manufacturer's technical data, application instructions, and recommendations.

B. Installer Qualifications: Data for company, principal personnel, experience, and training specified in PART 1 “Quality Assurance” Article.

C. Maintenance Data: For inclusion in maintenance manual required by Division 01.

1. Include instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated use.
2. Include precautions against cleaning products and methods which may be detrimental to finishes and performance.

1.4 QUALITY ASSURANCE

A. Polisher Qualifications:

1. Experience: Company that has successfully completed five projects similar in design, products, and extent to scope of this Project; with a record of successful in-service performance; and with sufficient production capability, facilities, and personnel to produce specified work.
2. Supervision: Maintain a competent supervisor who is at Project during

times specified work is in progress, and is currently certified as Craftsman - Level I or higher by CPAA, CPC Craftsman, or equivalent.

3. Manufacturer Qualification: Approved by manufacturer to apply liquid applied products.

B. Field Mock-up/Sample: Before performing work of this Section, provide following field mock-up/sample to verify selections made under submittals and to demonstrate aesthetic effects of polishing. Approval does not constitute approval of deviations from Contract Documents unless Architect specifically approves deviations in writing.

1. Form, reinforce, and cast concrete slab for 10-foot square field mock-up.
2. Mock-up shall be representative of work to be expected.
3. Perform grinding, honing, and polishing work as scheduled for Project using same personnel as will perform work for Project.
4. Approval is for following aesthetic qualities:
   a. Compliance with approved submittals.
   b. Compliance with specified aggregate exposure class.
   c. Compliance with specified appearance level.
   d. Compliance with specified color.
5. Obtain Architect's approval before starting work on Project.
6. Protect and maintain approved field mock-ups during construction in an undisturbed condition as a standard for judging completed work.
7. Upon completion of mock-up; owner to review and approve desired outcome and sign off. Mock-up to be used as a reference throughout the polishing phases of the project.

C. Pre-Installation of Concrete Conference: Prior to placing concrete for areas scheduled for polishing, conduct conference at Project to comply with requirements of applicable Division 01 Sections.

1. Required Attendees:
   a. Owner.
   b. Architect.
   c. Contractor, including supervisor.
   d. Concrete producer.
   e. Concrete finisher, including supervisor.
   f. Concrete polisher, including supervisor.
   g. Technical representative of liquid applied product manufacturers.

2. Minimum Agenda: Polisher shall demonstrate understanding of work required by reviewing and discussing procedures for, but not limited to, following:
   a. Tour field mock-up and representative areas of required work, discuss and evaluate for compliance with Contract Documents, including substrate conditions, surface preparations, sequence of

procedures, and other preparatory work performed by other installers.

b. Review Contract Document requirements.

c. Review approved submittals and field mock-up.

d. Protection of concrete substrate during construction and prior to polishing process.

e. Project phasing and scheduling for each step of grinding, honing and polishing operations including, but not limited to:
   i. Quality of qualified personnel committed to project.
   ii. Quality and size of grinders committed to project.
   iii. Proper disposal of concrete slurry and/or concrete dust.

f. Details of each step of grinding, honing, and polishing operations.
   i. Application of color.
   ii. Application of liquid applied products.
   iii. Protecting polished concrete floors after polishing work is complete.

3. Reports: Record discussions, including decisions and agreements reached, and furnish copy of record to each party attending.

1.5 FIELD CONDITIONS

A. Damage and Stain Prevention: It is the responsibility of others to prevent damage and staining of concrete surfaces to be polished.
   1. Prohibit use of markers, spray paint, and soapstone.
   2. Prohibit improper application of liquid membrane film forming curing compounds.
   3. Prohibit vehicle parking over concrete surfaces.
   4. Prohibit pipe-cutting operations over concrete surfaces.
   5. Prohibit storage of any items over concrete surfaces for not less than 28 days after concrete placement.
   6. Prohibit ferrous metals storage over concrete surfaces.
   7. Protect from petroleum, oil, hydraulic fluid, or other liquid dripping from equipment working over concrete surfaces.
   8. Protect from acids and acidic detergents contacting concrete surfaces.
   9. Protect from painting activities over concrete surfaces.

B. Environmental Limitations: Comply with manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting liquid applied product application.

PART 2 – PRODUCTS

2.1 LIQUID APPLIED PRODUCTS

A. Liquid Densifier: An aqueous solution of silicon dioxide dissolved in one of the

following hydroxides that penetrates into the concrete surface and reacts with the calcium hydroxide to provide a permanent chemical reaction that hardens and densifies the wear surface of the cementitious portion of the concrete.

1. Sodium Silicate
2. Potassium Silicate
3. Lithium Silicate
4. Alkali solution of Colloidal Silicates or Silica

B. Dye: Non-film forming soluble colorant dissolved in a carrier designed to penetrate and alter coloration of a concrete floor surface without a chemical reaction.

C. Pigmented Micro Stains: Fine pigment particles suspended in water- based silicate solution that penetrates concrete and reacts with calcium hydroxide to lock in color particles.

D. Acid Stain: Reactive solution of one or more metal salts stabilized by acid that produces coloration in a concrete substrate by neutralization of acid followed by precipitation of metal hydroxides or oxides.

2.2 ACCESSORIES

A. Repair Material: A product that is designed to repair cracks and surface imperfections. The specified material must have sufficient bonding capabilities to adhere after the polishing to the concrete surface and provide abrasion resistance equal to or greater than the surrounding concrete substrate.

B. Material: Acceptable products shall be: **Clear Epoxy.**

2.3 POLISHING EQUIPMENT

A. Field Grinding and Polishing Equipment:

1. A multiple head, counter rotating, walk behind or ride on machine, of various size and weights, with diamond tooling affixed to the head for the purpose of grinding concrete. Excludes janitorial maintenance equipment.

2. If dry grinding, honing, or polishing, use dust extraction equipment with flow rate suitable for dust generated, with squeegee attachments to meet OSHA requirements.

3. If wet grinding, honing, or polishing, use slurry extraction equipment suitable for slurry removal and containment prior to proper disposal.

B. Edge Grinding and Polishing Equipment: Hand-held or walk-behind machines which produces the same results, without noticeable differences, as field grinding and polishing equipment.

C. Burnishing Equipment: High speed walk-behind or ride-on machines capable of generating 1000 to 2000 revolutions per minute and with sufficient head pressure of not less than 20 pounds to raise floor temperature by 20 degrees F.

D. Diamond Tooling: Abrasive tools that contain industrial grade diamonds within a bonded matrix (such as metallic, resinous, ceramic, etc.) that are attached to rotating heads to refine the concrete substrate.

1. Bonded Abrasive: Abrasive medium that is held within a bonding that erodes away to expose new abrasive medium as it is used.
2. Metal Bond Tooling: Diamond tooling that contains industrial grade diamonds with a metallic bonded matrix that is attached to rotating heads to refine the concrete substrate. These tools are available in levels of soft, medium, and hard metallic matrices that are matched with contrasting concrete substrates (i.e., hard matrix/soft concrete, medium matrix/medium concrete, soft matrix/hard concrete) and are typically used in the grinding and early honing stages of the polishing process.
3. Resin Bond Tooling: Diamond tooling that contains industrial grade diamonds within a resinous bonded matrix (poly-phenolic, ester-phenolic, and thermoplastic-phenolic) that is attached to rotating heads to refine the concrete substrate. Resin bond tooling does not have the soft/medium/hard characteristics of metal bond tooling and are typically used for the later honing and polishing stages of the polishing process.
4. Hybrid Tooling: Diamond tooling that combines metal bond and resin bond that has the characteristics of both types of tooling. These types of tools are typically used as either transitional tooling from metal bond tools to resin bond tools or as a first cut tool on smooth concrete surfaces.
5. Transitional Tooling: Diamond tooling that is used to refine the scratch pattern of metal bond tooling prior to the application of resin bond tooling in an effort to extend the life of resin bond tooling and to create a better foundation for the polishing process.
6. Abrasive Pad: An abrasive pad, resembling a typical floor maintenance burnishing pad that has the capability of refining the concrete surface on a microscopic level that may or may not contain industrial grade diamonds.
   These pads are typically used for the maintenance and/or restoration of previously installed polished concrete flooring.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Acceptance of Surfaces and Conditions:

1. Examine substrates to be polished for compliance with requirements and other conditions affecting performance.
    a. Concrete finished floor flatness according to applicable

B. Proceed only when unsatisfactory conditions have been corrected in a manner complying with Contract Documents.

C. Starting work within a particular area will be construed as acceptance of surface conditions.

3.2 PREPARATION

A. Cleaning New Concrete Surfaces:
1. Prepare and clean concrete surfaces.
2. Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, paint splatter, and other contaminants incompatible with liquid applied products and polishing.

3.4 COLORING CONCRETE FLOORS

A. Dye or Pigmented Micro Stain Application:

1. Follow manufacturer’s recommendation.

3.5 POLISHING CONCRETE FLOORS

A. Perform all polishing procedures to ensure a consistent visual appearance from wall to wall.

B. Initial Grinding:
1. Use grinding equipment with metal or semi-metal bonded tooling.
2. Begin grinding in one direction using sufficient size equipment and diamond tooling to meet specified aggregate exposure class.
3. Make sequential passes with each pass perpendicular to previous pass using finer grit tool with each pass, up to 100 grit metal bonded tooling.
4. Achieve maximum refinement with each pass before proceeding to finer grit tools.
5. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.
6. Continue grinding until aggregate surface exposure matches approved field mock-up.

C. Treating Surface Imperfections:
1. Mix patching compound or grout material with dust created by grinding operations, manufacturer’s tint, or sand to match color of adjacent concrete surfaces.
2. Fill surface imperfections including, but not limited to, holes, surface damage, small and micro cracks, air holes, pop-outs, and voids with grout to eliminate micro pitting in finished work.

3. Work compound and treatment until color differences between concrete surface and filled surface imperfections, compared to mockup, are not noticeable when viewed from 20 feet away under lighting conditions that will be present after construction.

D. Liquid Densifier Application: Apply undiluted to point of rejection, remove excess liquid, and allow curing according to manufacturer's instructions.

E. Grout Grinding:

1. Use grinding equipment and appropriate grit and bond diamond tooling.
2. Apply clear epoxy into cracks of the concrete slab to fill surface imperfections.
3. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.

F. Honing:

1. Use grinding equipment with hybrid or resin bonded tooling.
2. Hone concrete in one direction starting with 100 grit tooling and make as many sequential passes as required to remove scratches, each pass perpendicular to previous pass, up to 400 grit tooling reaching maximum refinement with each pass before proceeding to finer grit tooling.
3. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.

G. Polishing:

1. Use polishing equipment with resin-bonded tooling.
2. Begin polishing in one direction starting with 800 grit tooling.
3. Make sequential passes with each pass perpendicular to previous pass using finer grit tooling with each pass until the specified level of appearance has been achieved.
4. Achieve maximum refinement with each pass before proceeding to finer grit pads.
5. Clean floor thoroughly after each pass using dust extraction equipment properly fitted with squeegee attachment or walk behind auto scrubber suitable to remove all visible loose debris and dust.
6. Stain Protection: Uniformly apply and remove excessive liquid according to manufacturer's instructions. Final film thickness should be less than .05 mils after cure.
7. Final Polish: Using burnishing equipment and finest grit abrasive pads, burnish to uniform reflective sheen matching approved field mock-up.

H. Final Polished Concrete Floor Finish:

1. Aggregate Exposure Class B – Fine Aggregate: Surface exposure of 85 to 95% fine aggregate and 5 to 15% cement fines and coarse aggregate based on

visual observation of the overall area of the polished floor.

2. Appearance Level 3 – Polished:

   a. Procedure: Recommended not less than 4 steps with full refinement of each diamond tool with one application of densifier.
   b. Measurement: Determine the Image Clarity Value, %, and the Haze Index:
      1) Image Clarity Value, %: An average value of 40 to 69 measured in accordance with ASTM D5767 prior to the application of sealers.
      2) Haze Index: An average value less than 10 measured in accordance with ASTM D4039 prior to the application of sealers.
      3) The minimum number of tests distributed across the polished surface should be three, for areas up to 1000 ft^2 and one additional test for each 1000 ft^2 or fraction thereof. This applies to both the Image Clarity Value and Haze Index.

3.6 PROTECTION

A. Protection is the responsibility of others.

END OF SECTION

SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Formwork for cast-in-place concrete as indicated.
2. Installation of items to be embedded in concrete, such as anchor bolts, inserts, embeds, and sleeves.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 2000: Concrete Reinforcing.
3. Section 03 3000: Cast-In-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute (ACI) Publication:

1. ACI 318 – Building Code Requirements for Structural Concrete, Chapter 6, Formwork, Embedded Pipes, and Construction Joints.
2. ACI 347 – Guide to Formwork for Concrete.

B. American Plywood Association (APA):

1. Form No. V345 - Concrete Forming Design/Construction Guide.

C. National Institute of Standards and Technology (NIST):

1. NIST Voluntary Product Standard PS 1.

1.3 SUBMITTALS

A. Submit detailed structural calculations and drawings approved and signed by a California registered Civil Engineer where the height of the falsework or vertical shoring, as measured from the top of the sills to the soffit of the superstructure exceeds 14 feet, or where individual horizontal span lengths exceed 16 feet, or where provision for vehicular traffic through falsework or shoring occurs. For all other falsework and shoring submit layout signed by California registered Civil Engineer, manufacturer's authorized representative or a licensed contractor experienced in the usage and erection of falsework and vertical shoring. A copy of the plans and calculation shall be available at the jobsite at all times.

B. Submit **Shop Drawings** indicating locations of forms, construction and expansion joints, embedded items, and accessories.

C. Submit **Product Data** "manufacturer's Product Data" form materials and accessories.

1.4 REGULATORY REQUIREMENTS

A. California Building Code (CBC), Chapter 19A.

B. California Code of Regulations, Title 8, Division 1, Chapter 4, Subchapter 4, Construction Safety Orders, Article 6, Excavations, Sections 1713 and 1717.

1.5 DELIVERY, STORAGE AND HANDLING

A. Storage shall prevent damage and permit access to materials for inspection and identification.

PART 2 - PRODUCTS

2.1 GENERAL

A. Form materials may be reused during progress of the Work provided they are completely cleaned and reconditioned, recoated for each use, capable of producing formwork of required quality, and are structurally sound.

B. Form Lumber: WCLIB Construction Grade or Better, WWPA No. 1 or Better.

C. Plywood: NIST Voluntary Product Standard PS 1, Group 1, Exterior Grade B-B Plyform or better, minimum 5-ply and 3/4 inch thick for exposed locations and at least 5/8 inch thick for unexposed locations, grade marked, not mill oiled. Furnished plywood with medium or high density overlay is permitted.

D. Coated Form Plywood: For exposed painted concrete, plastic overlaid plywood of grade specified above, factory coated with a form coating and release agent Nox-crete", or equal.

E. Tube Forms: Sonoco "Seamless Sonotubes," Ceme-Tube, Quik-Tube, or equal, of the type leaving no marks in concrete, one-piece lengths for required heights.

F. Joist Forms: Code recognized steel or molded plastic types as required.

G. Special Forms: For exposed integrally-colored concrete, plywood as above with high density overlay, plywood with integral structural hardboard facing or fibrous glass reinforced plastic facing, providing specified finish.

H. For Exposed Concrete Finish:

1. Plywood: New, waterproof, synthetic resin bonded, exterior type Douglas fir or Southern pine plywood manufactured especially for concrete formwork and conforming to NIST Voluntary Product Standard PS 1, Grade B-B grade, Class I.

2. Glass-Fiber-Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surfaces.

3. Steel: Minimum 16 gage sheet, well matched, tight fitting, stiffened to support weight of concrete, without deflection detrimental to tolerances and appearances of finished concrete surfaces.

4. Plywood: "Finland Form," "Combi Form" by North American Plywood Corporation, “Plyform” by Roy O. Martin, “ProForm” by Pacific Wood Laminates, or equal. The material shall be furnished with hard

smooth birch face veneers with phenolic resin thermally fused onto panel sides. Edges shall be factory sealed.

I. Form Ties: Prefabricated rod, flat band, wire, internally threaded disconnecting type, not leaving metal within 1 1/2-inch of concrete surface.

J. Form Coating: Non-staining clear coating free from oil, silicone, wax, not grain-raising, "Formshield" by A.C. Horn, Inc., "Release" by Edoco/Dayton Superior, "Cast-Off" by Sonneborn/BASF Building Systems or equal. Where form liners are furnished, provide form coatings recommended by form liner manufacturer.

K. Form Liner: Rigid or resilient type by L.M. Scofield, Symons, Greenstreak, or equal.

L. Void Forms: Manufactured by SureVoid Products, Inc., Sonotube, Void Form International, or equal. Forms shall be "WallVoid" for temporary support of concrete walls and grade beams spanning between supports, and "SlabVoid" for creating gaps between concrete slabs or steps and underlying soils. Void forms shall be fabricated of corrugated paper with moisture resistant exterior and shall be capable of withstanding working load of 1,500 psf. Provide accessories as required.

PART 3 - EXECUTION

3.1 GENERAL

A. Forms shall be constructed so as to shape final concrete structure conforming to shape, lines and dimensions of members required by Drawings and Specifications and shall be sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together to maintain position and shape. Forms and their supports shall be designed so that previously placed structures will not be damaged.

B. Use form coating at all surfaces in contact with concrete.

3.2 TOLERANCES

A. Permitted abrupt or gradual irregularities in formed surfaces as measured within a 5 feet length with a straightedge shall per ACI 347, Table 3.1:

Class of Surface			
A	B	C	D
1/8 inch	1/4 inch	1/2 inch	1 inch

1. Class A: Use for concrete surfaces prominently exposed to public view.

2. Class B: Use for coarse-textured concrete-formed surfaces intended to receive plaster, stucco, or wainscoting.

3. Class C: Use as a general standard for permanently exposed surfaces where other finishes are not specified.

4. Class D: Use for surfaces where roughness is not objectionable and will be permanently concealed.

3.3 ERECTION

A. Plywood shall be installed with horizontal joints level, vertical joints plumb and with joints tight. Back joints by studs or solid blocking and fill where necessary for smoothness. Reused plywood shall be thoroughly cleaned, damaged edges or surfaces repaired, and both sides and edges oiled with colorless form oil. Nail plywood along edges, and to intermediate supports, with common wire nails spaced as necessary to maintain alignment and prevent warping.

B. Openings for Cleaning: Provide temporary openings at points in formwork to facilitate cleaning and inspection. At base of walls and wide piers, bottom form board on one face for entire length shall be omitted until form has been cleaned and inspected.

C. Chamfers: Provide 3/4 inch by 3/4 inch chamfer strips for all exposed concrete corners and edges unless otherwise indicated.

D. Reglets and Rebates: As specified in Section 03 3000: Cast-In-Place Concrete.

3.4 REMOVAL OF FORMS

A. Forms shall not be removed until concrete is sufficiently hydrated to maintain its integrity and not be damaged by form removal operations. Unless noted otherwise and/or permitted by the Architect, columns and wall forms shall not be removed in less than five days, floor slabs in less than seven days, beams, and girders in less than 15 days, pan forms for joists may be removed after three days, but joist centering shall not be removed until after 15 days, and ramp, landing, steps, and floor slabs shall not be removed in less than seven days. Shoring shall not be removed until member has acquired sufficient strength to support its weight, load upon it, and added load of construction.

B. Compressive strength of in-place concrete shall be determined by testing field-cured specimens' representative of concrete location or members, as specified in Section 03 3000: Cast-In-Place Concrete.

3.5 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.6 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of them off the Project site.

END OF SECTION

SECTION 03 2000
CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Reinforcing steel bars.
   2. Reinforcement accessories.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

C. Related Sections:
   1. Section 03 3000 - Cast-in-Place Concrete: Coordination between concrete placement and reinforcing.

1.2 REFERENCES

A. American Concrete Institute (ACI):
   1. ACI 301 - Structural Concrete for Buildings.
   2. ACI 318 - Building Code Requirements for Reinforced Concrete.
   3. ACI SP-66 - American Concrete Institute - Detailing Manual.

B. American Society for Testing and Materials (ASTM):
   1. ASTM A 184 - Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
   2. ASTM A 615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
   3. ASTM A 704 - Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement.

C. American Welding Society (AWS):
   1. AWS D 1.4 – Structural Welding Code for Reinforcing Steel.

D. Concrete Reinforcing Steel Institute (CRSI):
   1. CRSI - Manual of Practice.
   2. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
   3. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.

1.3 SUBMITTALS

A. Submittal Procedures:
   1. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel [and wire fabric, bending and cutting schedules, and supporting and spacing device. Include special reinforcement required for openings through concrete structures.
   2. Assurance/Control Submittals.
      a. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
      b. Submit certified copies of mill test report of reinforcement materials analysis.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with CRSI 63, 65 and Manual of Practice ACI 301, ACI SP-66, ACI 318, and ASTM A 184.

B. Reinforcement design is provided by the Structural Engineer of Record, experienced in design of this work, and licensed in the State where the Project is located.

1.5 ENVIRONMENTAL REQUIREMENTS

A. Resource Management
   1. Recycled Content
      a. Steel Products: Post-consumer recycled content plus one half of pre-consumer recycled content not less than 75 percent.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Steel: ASTM A 615, 60 ksi yield grade; deformed billet steel bars, unfinished.

B. Reinforcing Steel Mat: ASTM A 704, ASTM A 615, 60 ksi yield grade; steel bars or rods, unfinished.

C. Dowels at Construction Joints: See drawings for size, Diamond Dowels by PNA Construction Technologies or approved equal.

2.2 ACCESSORIES

A. Tie Wire: Minimum 16 gage annealed type.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic coated steel type (CRSI, Class 1) or stainless steel protected (CRSI, Class 2); size and shape as required.

2.3 FABRICATION

A. Fabricate concrete reinforcing in accordance with ACI SP-66 and ACI 318.

B. Locate reinforcing splices not indicated on drawings, at point of minimum stress. Review location of splices with the Engineer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Do not displace or damage vapor barrier.

C. Accommodate placement of formed openings.

D. Maintain concrete cover around reinforcing in accordance with ACI 318.

3.3 FIELD QUALITY CONTROL

A. Section 01 4000 - Quality Requirements: Field inspection.

B. Inspect reinforcing locations, bar types and sizes, wire ties, and welding (if applicable).

END OF SECTION

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Includes all labor, materials, and appliances, and perform all operations in connection with the installation of Concrete Work, and all related work incidental to the completion thereof, as shown on the drawings, complete, in strict accordance with the drawings and as specified herein. Section Includes:

1. Cast-in-place (CIP) concrete in foundations, foundation walls, slabs-on-grade.
2. Finishing of concrete slabs and toppings. Concrete liquid surface treatment, sealer, and slip-resistant coatings.
3. Expansion and contraction, control joints in CIP concrete.
4. Concrete curing and protection.
5. Non-shrink grout including installation and forming.
6. Testing related services.

B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents and References in Section 1.2.

C. Related Sections: Related work specified elsewhere includes but may not be limited to
1. Section 03 2000 – Concrete Reinforcement.

1.2 REFERENCES

A. General:
1. The publications listed below form a part of this specification to the extent referenced.
2. Where a date is given for reference standards, the edition of that date shall be used. Where no date is given for reference standards, the latest edition available on the date of Notice Inviting Bids shall be used.

B. American Association of State Highway and Transportation Officials (AASHTO).
1. AASHTO M182, “Standard Specification for Burlap Cloth Made from Jute or Kenaf and Cotton Mats.”

C. Unless otherwise shown or specified, the work shall conform to the following standards and recommendations of the American Concrete Institute (ACI), latest editions adopted:

1. ACI 117, “Standard Specification for Tolerances for Concrete Construction and Materials.”
2. ACI 121R, “Quality Assurance Systems for Concrete Construction.”
3. ACI 212.2R, “Guide for Use of Admixtures in Concrete.”
4. ACI 302.1R, “Guide for Concrete Floor and Slab Construction.”
5. ACI 304R, “Guide for Measuring, Mixing, Transporting, and Placing Concrete.”
6. ACI 304.2-R, "Placing Concrete by Pumping Methods."
7. ACI 305, “Hot Weather Concreting.”
8. ACI 306, “Cold Weather Concreting.”
9. ACI 306.1 “Standard Specification for Cold Weather Concreting.”
10. ACI 308, “Standard Practice for Curing Concrete.”
11. ACI 309R, “Guide for Consolidation for Concrete.”
12. ACI 315, “Details and Detailing of Concrete Reinforcement.”
13. ACI 347, “Guide to Formwork for Concrete.”
14. ACI SP-15, “Field Reference Manual” which includes ACI 301 “Specifications for Structural Concrete for Buildings”, and reference standards specified therein.

D. American Society for Testing and Materials (ASTM).
1. ASTM A615, "Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement."
2. ASTM C33, "Standard Specification for Concrete Aggregates."
3. ASTM C39, "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens."
4. ASTM C94, "Standard Specification for Ready-Mixed Concrete."
5. ASTM C150, "Standard Specification for Portland Cement."
6. ASTM C156, "Standard Test Method for Water Retention by Concrete Curing Materials."

E. Concrete Reinforcing Steel Institute (CRSI),
1. CRSI "Manual of Standard Practice.”

1.3 SUBMITTALS

A. Submittal Procedures:
1. Review of submittals will cover general design only. In no case shall submittal review relieve the Contractor of the responsibility for strength of concrete, general or detailed dimension, quality or quantity of materials, or any other conditions, functions, performance or guarantees required.
2. Product Data:
   a. Manufacturers' literature containing product and installation specifications and details.
   b. Where Manufacturer's specifications, recommendations, and/or directions are required in this specification, deliver to the Engineer two

(2) copies of such printed specifications, recommendations, and/or directions for approval before any work is commenced.

c. Sources of fine and coarse aggregate. Once approved, the source of fine and coarse aggregate shall not be changed without written approval of the Engineer.

d. List of manufacturers and brand names for cement, mineral and liquid admixtures, bond breakers, curing compounds, joint sealants, and materials other than aggregates and reinforcing steel. Include product data sheets, instructions, and specifications for use.

3. Batch Plant Equipment and Procedures

a. Supplier of concrete and ready-mix grout. Only one source will be approved for the Contractor, including all subcontractors. All concrete and ready-mixed grout supplied to the project shall originate from the approved single facility.

b. The following information shall be submitted:
   1) Name of supplier.
   2) Plant location.
   3) Plant volume and output capacity.
   4) Capacity of transit equipment.
   5) Estimated travel time from plant to jobsite.

c. If the Contractor elects to use an on-site concrete batching plant, the following information shall be submitted:
   1) Drawings and data including proposed location of the batch plant on the site.
   2) List of and performance data for material handling equipment.
   3) Procedures for processing, handling, transporting, sorting, and proportioning the materials for concrete.

d. All other data necessary to show the supplier's capability to produce concrete of the quality and quantity required.

4. Concrete Procedures

a. The following information shall be submitted:
   1) Procedure for mixing and transporting concrete to the point of placement.
   2) Procedures for placement of concrete.
   3) Methods of obtaining and maintaining the required concrete temperature during placement and initial curing.
   4) Procedures for consolidating the concrete.
   5) Procedures for how concrete is finished and cured (slab-on-grade concrete).

5. Assurance/Control Submittals:

a. Test Reports: Submit the following reports directly to the Engineer from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Section 01 4000 - Quality Requirements.

b. Submit laboratory test reports for concrete materials and mix design test, including certified copy of results of aggregate tested by ASTM

C1260 or C1567. Mix designs for each strength and type of concrete proposed for use. Details to be included are found in section 2.7.

c. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.

d. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

6. Delivery Tickets:
   a. Copies of delivery tickets for each load of concrete delivered to site.
   b. Indicate on each ticket information required by ASTM C94 including additional information required herein.
   c. Mix identification number on ticket shall match number on submitted and approved mix design
   d. Indicate number of drum revolution from when water is added until concrete is discharged.
   e. Submit copies to Testing Laboratory same day as concrete delivery.
7. Verification Samples:
   a. At exposed concrete location provide a sample of concrete with medium broom finish and sealed for Engineer’s approval.

B. Closeout Procedures and Training:
   1. Project Record Documents: Accurately record the following:
      a. Shop drawings shall be corrected to reflect actual field changes and become part of the “Record As-Built Drawings.”
   2. Extra Products: Submit extra products as specified in this Section.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.

B. Deliver materials in unopened containers with labels identifying contents.

C. Store powdered materials in dry area and in manner to prevent damage. Protect liquid materials from freezing or exceeding maximum storage temperatures set by product manufacturer.

1.5 PROJECT CONDITIONS OR SITE CONDITIONS

A. Jobsite Requirements:
   1. Conform to ACI 305 R when placing concrete during hot weather.
   2. Conform to ACI 306 R when placing concrete during cold weather.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Environmental Impact:
   1. Concrete placement accessories:
      a. Mixing equipment: Return excess concrete to supplier; minimize water used to wash equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
   1. Applied Concrete Technology, Inc.,
   2. The Euclid Chemical Company,
   3. Fortifiber Corporation,
   4. ChemRex Inc.,
   5. W.R. Meadows, Inc.,
   6. Reef Industries,
   7. Stego Industries LLC.
   8. L & M Construction Chemicals, Inc.
   9. Curecrete Chemical Company, Inc.
   10. Midwest Floor Care Inc.,
   11. General Resource Technology, Inc.,
   12. Or approved equal

B. Product Requirements: Product options and substitutions: Permitted.

2.2 CONCRETE MATERIALS

A. Concrete:
   1. Concrete shall be in accordance with ASTM C94. If a conflict exists between ASTM C94 and these specifications, these specifications shall govern.

B. Portland Cement: ASTM C150 – Type I unless otherwise specified or approved by the Engineer.
   1. Assume full responsibility for the quality and soundness of cement. Cement is to be of one type and from the same mill; it is to be of uniform color for all concrete with permanently exposed concrete finishes.

C. Liquid admixtures: All admixtures shall be used in conformance with the manufacturer's recommendations. When air entraining admixtures, water reducing admixtures, high range water reducing admixtures, and non-corrosive accelerating admixtures are used in any combination, all products shall be from the same manufacturer, or the ready-mix concrete producer shall certify that they are compatible. The following admixtures are permitted when approved in writing

prior to use or are required as specified herein and shall be used in strict accordance with the manufacturer's specifications or recommendations:

1. Calcium chloride: Conform to ACI 301. The water-soluble chloride ion level shall not exceed 0.3 percent by weight of cement.

2. Air-entraining admixtures: ASTM C260 shall be used to achieve the specified air content in all permanently exposed exterior concrete. For steel hard trowel interior slab finish, do not use air entrainment admixtures. The total air entrainment (entrained and entrapped air) must not exceed 3 percent. For steel trowel exterior slab finish, comply with ACI 318 and ACI 302.
   a. Euclid: AEA-92 or Air Mix 200.
   b. BASF: Micro-Air, MBVR-Standard, and MB AE 90.
   c. Sika: Sika AEA-14, Sika AEA-15, and Sika Air.
   d. W.R. Grace: Darex EH, Darex II AEA, Daravair AT60, Daravair 1400, and Daravair 1000.
   e. Or approved equal.

3. Water-reducing admixtures: Conform to ASTM C494, Type A, containing not more chloride ions than allowed in paragraph C., above.
   a. Euclid: Eucon WR series or Eucon MR.
   b. BASF: Masterpave, Masterpave N, PolyHeed 997, Pozzolith 220N, and Glenium 7500.
   c. W.R. Grace: Daracem 55 and Daracem 65, WRDA 82 and WRDA with HYCOL.
   d. Sika: Sikament HP, Plastocrete 161, and Sikament 686.
   e. General Resource Technology: Polychem 400 NC and Polychem 1000.
   f. Or approved equal.

4. Water-reducing/accelerating admixtures: Conform to ASTM C494, Type C or E having long-term test results showing non-rusting on metal deck and reinforcing steel.
   a. Euclid: Accelguard series.
   b. BASF: Pozzutec 20+, Pozzolith NC 534, and Rheocrete CNI.
   c. Sika: Sika Rapid-1 and Plasocrete 161FL.
   d. W.R. Grace: Lubricon NCA, Polarset, and DCI.
   e. Or approved equal.

5. Water-reducing/retarding admixtures: Conform to ASTM C494, Type D containing not more than 1 percent chloride ions.
   a. Euclid: Eucon Retarder series.
   b. BASF: Delvo Stabilizer, Masterpave series, and Pozzolith 100XR, 200N, 220N and 322N.
   c. Sika: Plastimet.

d. W.R. Grace: Daratard 17, WRDA-64, and WRDA-82.
e. Or approved equal.

6. High-range/water-reducing (HRWR) admixtures: Conform to ASTM C494, Type F or G super plasticizers containing 1 percent maximum chloride ions may be used with low slump (3 inches maximum) concrete to produce flowable concrete (up to 8 inches slump) with early strength gain and 28-day strengths equal to reference concrete. HRWR admixture may be used providing not more than 60 minutes is allowed from addition of admixture to final placement of concrete. HRWR admixture shall be used in concrete with a maximum water/ cement ratio of 0.50 or less and is suggested in the following:
   a. In pumped concrete.
   b. In concrete topping slabs
   c. In lieu of the specified water-reducing admixture (Type A) where confinement of placing due to heavy reinforcement or narrow space requires flowable concrete.
   d. Where more than 30 minutes is required between the addition of admixtures to final placement of the concrete, a combination of water-reducing, set controlling admixtures (ASTM C494, Types A, D, & E) as in Master Builders Company "Synergized Performance System" may be used.
      1) Euclid: Eucon 37 or Eucon 537.
      2) BASF: Rheobuild 1000, Glenium 3000 NS, and Glenium 3400NV.
      3) Sika: Sikament 300, Viscocrete 2100, and Sikament 686.
      4) W.R. Grace: Daracem 100, ADVA Cast 530, Mira 92, and ADVA Cast 575.
      5) Or approved equal.

D. Fly ash: Conform to ASTM C618. The use of quality fly ash will be permitted as a cement-reducing admixture (minimum 15 percent and maximum 25 percent). Fly ash used in concrete shall be from a single source and of a single class in combination with Portland cement of a single source and single class unless otherwise approved by the Engineer. The fly ash shall meet all of the requirements of ASTM C618, Class C or Class F, with the following special requirements: The loss on ignition in Table 1 shall not exceed 3 percent. Compliance to Table 1A shall apply. The amount retained on the 325 sieves in Table 2 shall not exceed 34 percent. Where a Type II low-alkali cement is specified, the total C_3A shall be less than 8 percent of total cementitious material. The chemical analysis of the fly ash shall be reported in accordance with ASTM C311. Quality assurance testing and reports for a minimum of six months shall be submitted by the fly ash supplier. The option to use fly ash must be approved prior to use.

E. Granulated Blast Furnace Slag is an alternative to fly ash and shall conform to ASTM C989 Grade 100 0r 120. Granulated blast furnace slag may be used as a substitute for a maximum of 30 percent of Portland cement.

F. Certification: Certification of the above requirements is required from the admixture manufacturer prior to mix design review and approval by the Engineer. Upon request by the Engineer, a qualified representative is to be provided to ensure proper use of admixtures. Use of admixtures other than listed above will be permitted only when approved by the Engineer.

G. Aggregates:
   1. Normal-weight concrete - ASTM C33. For slabs, also conform to combined aggregate grading recommendations of ACI 302 and ACI 302.1R, unless otherwise permitted by the Engineer.
   2. All concrete exposed to the weather shall conform to the limits of deleterious substances and physical properties of Table 3, ASTM C 33.
   3. Local aggregates: Local aggregates not complying with ASTM C33, but which have been shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to the Engineer.
   4. The nominal size of an aggregate particle shall not exceed:
      a. 20 percent of the narrowest dimension between sides of forms.
      b. 33 percent of the depth of slabs.
      c. 75 percent of the dimension between reinforcing bars.
      d. 75 percent of the dimension between reinforcing bars and forms.
   5. Maximum size of coarse aggregates and minimum cementitious contents: ACI 301 and ACI 302.1R.
   6. Concrete aggregate alkali-silica reactivity (ASR) shall be tested in accordance with ASTM C1260 with a 14-day expansion (no supplementary cementing materials) or ASTM C1567 (with supplementary cementing materials) of less than 0.1 percent. Materials (cement, supplementary cementing materials, and aggregates) to be used in the concrete shall be tested. Coarse aggregates and fine aggregates shall be individually tested. If two grades of coarse aggregates are blended, they shall be individually tested.
   7. Abrasive aggregates non-slip finishes: Fused aluminum oxide grits, or crushed emery, as abrasive for non-slip finish with emery aggregate containing not less than 40 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rustproof, non- glazing, and unaffected by freezing, moisture, and cleaning materials.

H. Water:
   1. Clean, potable, and free of injurious amounts of oil, acid, alkali, organic or other deleterious matter not detrimental to concrete, drinkable.

2. Water shall contain no more than 650 parts per million of chlorides as Cl or more than 1000 parts per million of sulfates as SO_4. In no case shall the water contain an amount of impurities that will cause a change in the setting time of Portland cement of neither more than 25 percent nor a reduction in compressive strength of mortar at 14 days of more than 5 percent when compared to the results obtained with distilled water when tested in accordance with ASTM C109.
3. Water used for curing shall not contain impurities in amounts to cause discoloration of the concrete or mortar or to produce etching of the surface.
4. Recycled water shall conform to ASTM C94.

2.3 CURING/SEALING/HARDENERS

A. Dissipating liquid membrane-forming compounds for curing concrete; Conform to ASTM C309, Type 1. Curing compound shall be compatible with floor sealer or finish used. Low VOC.
   1. Euclid: VOX Kurex DR VOX series; waterborne products.
   2. W.R. Meadows: 1100-Clear series.
   3. Edoco: Burke Aqua Resin Cure.
   4. L&M Construction Chemicals: Cure R.
   5. BASF: Kure 200W
   6. Or approved equal.

B. Method of curing shall be approved by the finish flooring applicator where finishes are indicated.

C. Exterior Sealers: applied to horizontal concrete surfaces permanently exposed to salts, deicer chemicals and moisture, including parking decks. The manufacturer shall provide a five-year labor and materials warranty on performance of the sealer. Sealer shall be compatible with the curing compound used.
   1. Euclid: Eucoguard or Diamond Clear or Super Diamond Clear.
   2. ChemREX: Hydrozo Clear 40.
   3. Or approved equal.

D. Liquid Densifier/Sealer/Hardener: to be applied on exposed concrete floors cured with dissipating membrane forming curing compound to harden and densify concrete surfaces. Sealers are to be clear, chemically reactive, a waterborne solution of silicate or siliconate materials and proprietary components, odorless, and colorless.
   1. ChemMasters: Chemisil Plus
   2. Conspec Marketing and Manufacturing Co., Inc. Intraseal
   3. Euclid Chemical Company: Euco Diamond Hard (Liquid Sealer and Hardener)
   4. L&M Construction Chemicals: Seal Hard (Liquid Sealer and Hardener)

5. Curecrete Chemical Company: Ashford Formula (Liquid Sealer and Hardener)
6. W.R. Meadows, Inc.: Liqui-Hard
7. Sika: Sikafloor 3S
8. Sonneborn: Kure-N-Harden
9. Symons Corporation: Buff Hard
10. Or approved equal.

2.4 JOINTS AND EMBEDDED ITEMS:

A. Construction and Contraction Joints: Comply with ACI 301 and recommendations of ACI 302.1R. Sealant shall be two-part semi- rigid epoxy and shall have minimum Shore A Hardness of 80 when measured with ASTM D2240.

B. Isolation Joints: Fillers shall consist of 1/8-inch width strips of neoprene, synthetic rubber, or approved substitute, extending the full depth of the slab. Sealant shall be two-part elastomeric type, polyurethane base.

2.5 PROPORTIONING

A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If laboratory trial batch method is used, use an independent testing facility acceptable to the Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing and inspection unless otherwise acceptable to the Engineer.

B. Submit written reports to the testing laboratory of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed and approved. Include the following information for each concrete mix design:
1. Method used to determine the proposed mix design.
2. Gradation of fine and coarse aggregates, plus combined aggregate gradation for slabs, ACI 302.1R.
3. Aggregate specific gravities and absorptions.
4. Proportions of all ingredients including reported on a saturated surface dried basisall admixtures added either at the time of batching or at the job site.
5. Water-cementitious ratio.
6. Slump, ASTM C143.
7. Certification of the chloride content of individual admixtures and of the mixes as proposed.
8. Air Content: ASTM C173 (Volumetric Method).
9. Unit weight of concrete, ASTM C138.
10. Strength at 3, 7, and 28 days, ASTM C39.
11. Method of recording batch proportions.

12. Substantiating test reports.

C. Concrete types and strengths: Minimum 28 Day Compressive Strength shall be per design requirements but not less than:
   1. Paving base, columns, beams, walls, foundations, and footings: 4,000 psi.
   2. Slab-on-grade:3,000 psi.
   3. All concrete exposed to weather shall be air entrained (ASTM C260).
   4. All concrete shall be normal weight except as noted above.

   When the concrete mix design is developed from laboratory trial batching, adjust proportions to produce a design mix at least 1200 psi greater than the specified strength.

   When the field experience method is used, the required average compressive strength shall be determined in accordance with ACI 318.Documentation that proposed concrete proportions will produce an average compressive strength equal to or greater than the required average compressive strength shall consist of a field strength test record representing materials and proportions to be used for this project. A field strength test record shall consist of at least 10 consecutive tests encompassing a period of time of not less than 45 days and made within the past 12 months.

   Also, see general and specific notes on structural drawings.

D. Weights: All concrete shall be normal-weight concrete unless otherwise designated on the structural drawings.

E. Aggregate gradation: For slabs, also conform to combined aggregate grading recommendations of ACI 302.1R, unless otherwise permitted. For all other concrete not otherwise noted the coarse aggregate gradation shall conform to ASTM C33 size no. 57 or larger.

F. Durability: Conform to ACI 301.
   1. All concrete exposed to potentially destructive weathering, such as freezing and thawing, or to de-icer chemicals is to be air-entrained, 6 percent ±1percent, a minimum six sacks cementitious per cubic yard of concrete, 0.45 maximum water-cementitious ratio, and 4-inch maximum slump.
   2. Water-cement ratio: For concrete subject to freezing and thawing or deicer chemicals, the water-cement ratio shall not exceed 0.53 by weight including any water added to meet specified slump in accordance with the requirements of ASTM C94 unless otherwise noted.

G. Slump: Conform to ACI 301.
   1. 3 ½ inch maximum for consolidation by vibration
   2. 5 inch maximum for consolidation by other methods

3. 8 inch maximum for flowable concrete. Concrete containing HRWR admixture (super plasticizer): 3 inch maximum before addition of HRWR
4. Where field conditions require slump to exceed that specified above, the increased slump shall be obtained by the use of a superplasticizer only, and the Contractor shall obtain written approval from the Engineer who may require an adjustment to the mix.

H. Slab-On-Grade
1. Concrete shall conform to ACI 302.1R except that the minimum 28-day compressive strength shall be 3000 psi.
2. The minimum cementitious content shall be in accordance with ACI 302.1R Table 6.2.
3. The maximum water-cementitious ratio shall be 0.48.
4. The maximum water content shall not be greater than 250 lbs. per cubic yard of concrete.
5. The air content shall be less than 3 percent.

I. Production of concrete: Conform to ACI 301:
1. Cast-in-place concrete used in the work shall be produced at a single off-site batching plant or may be produced at an on-site batch plant.
2. All concrete shall be proportioned conforming to the approved mix designs and of the materials contained in those approved mixes. A certified copy of the design weights for each mix shall be kept at the producing plant for each class of concrete used on the project.
3. Plant equipment and facilities are to conform to the "Check List for Certification of Ready-Mixed Concrete Production Facilities" of the National Ready-Mixed Concrete Association (NRMCA) and have NRMCA or approved certification within the past year.
4. Coarse aggregates shall be washed and, if necessary, shall be uniformly moistened just before batching. Each size of coarse aggregate shall be batched from separate bins as required to produce the combined grading requirements.
5. Prior to adding a high-range water reducer (super plasticizer), slump shall not exceed the working limit. The high-range water reducing admixture shall be accurately measured and pressure-injected into the mixer as a single dose. If added at the jobsite, the field dispensing system shall conform to the same requirements as a plant system and tested prior to each day’s operation. After the addition of the high-range water reducer, the concrete shall be mixed at mixing speed for a minimum of 5 minutes.
6. Ready-mixed and on-site batched concrete shall be batched, mixed, and transported in accordance with ASTM C94.
    a. Truck mixers and their operation shall ensure that the discharged concrete is uniformly within acceptable limits of consistency, mix, and grading. All mechanical details of the mixer, such as water-measuring and discharge apparatus, conditions of the blades, speed of rotation,

general mechanical condition of the unit, and clearance of the drum shall be checked before the use of the unit will be permitted.

b. Truck mixers shall be equipped with approved revolution counters by which the number of revolutions of the drum or blades may readily be verified. The water tank system of the truck shall be equipped with gauges that permit accurate determination of the tank contents.

c. Each batch of concrete shall be mixed in a truck mixer for not less than 80 revolutions of the drum or blades and at the rate of rotation designated as mixing speed by the manufacturer of the equipment. Additional mixing, if any, shall be at the speed designated as the agitating speed by the manufacturer of the equipment. All materials, including mixing water but excluding any high-range water reducers added onsite, shall be in the mixer drum before actuating the revolution counter for determining the number of revolutions of mixing.

d. The concrete producer shall furnish duplicate delivery tickets, one for the Contractor and one given to the Owner's Representative for each batch of concrete. The information provided on the delivery ticket shall include the quantity of materials batched including the amount of free water in the aggregate and any water added onsite. Show the date, time of day batched, and if ready-mixed the time of discharge from the truck. The quantity of water that can be added at the site without exceeding the maximum water-cementitious ratio specified shall be noted on the delivery ticket.

7. Concrete produced by on-site volumetric batching and continuous mixing if approved shall conform to ASTM C685.

8. For concrete produced on site with a central batch plant, mixing shall be done in an approved batch mixer.

   a. The Contractor shall maintain and operate the on-site batch plant and transportation equipment in a manner that will produce the results specified in this section.

   b. The Engineer reserves the right to reject the proposed on-site plant if, in his/her opinion, the on-site plant will interfere with other operations or impair the quality of the concrete.

   c. The quantities of cement, pozzolanic materials, and aggregates used in each batch shall be determined by automatic weighing. The quantity of water shall be determined by weighing or volumetric measurement.

   d. The weighing equipment for aggregates shall be readily adjustable both to compensate for variation in moisture content of the aggregates and for changing mix proportions. Moisture-sensing devices shall automatically compensate the aggregate weights for changes in moisture content. The charging of weigh hoppers directly from aggregate handling equipment such as front-end loaders will not be permitted.

   e. Mixers in centralized batching and mixing plants shall be arranged so that mixing actions can be observed from a location convenient to the mixing-plant operator's station.

f. Equipment shall be provided that discharges pozzolanic material into the cement hopper only after the addition of the Portland cement. Pozzolanic materials shall be stored in such a manner as to permit ready access for the purpose of inspection and sampling and be suitably protected against contamination of moisture. Should any pozzolan show evidence of contamination or be otherwise unsuitable, the Engineer will reject it and require that it be removed from the site.

g. Dispensers for admixtures shall have the capacity of the full quantity of the properly diluted solution required for each batch. They shall be maintained in a clean and freely operating condition. Admixtures shall be added to the premeasured water for the batch or shall be discharged into the batch by flowing automatically and uniformly into the stream of mixing water from the beginning to end of its flow into the mixer. Equipment for measurement shall give visual confirmation of the accuracy of the measurement for each batch.

h. The central batch mixer shall be rotated at a speed recommended by the manufacturer and mixing shall be continued for a minimum of 1-1/2 minutes after all materials are in the drum.

i. Each stationary mixer shall be equipped with a mechanically operated timing and signaling device that will indicate and ensure the completion of the required mixing period and will count the batches.

j. All concrete shall be mixed until there is a uniform distribution of the materials and shall be discharged completely before the mixer is recharged.

9. The Engineer may increase the mixing time when the charging and mixing operations fail to produce a delivered batch in which variations of consistency, mix, or grading are within the limits specified.
10. Variations in consistency during the discharge of a single batch shall not exceed 1 inch of slump, except that a greater variation will be permitted if the slump of the concrete decreases and no water is added. Variations in mix and in grading of different parts of the delivered batch shall be within limits stated in ASTM C94.
11. Water shall be introduced prior to, during, and following mixer-charging operations.
12. When a mixer produces unsatisfactory results, it shall be repaired promptly and effectively, or it shall be replaced.
13. Mixers shall not be loaded in excess of their rated capacity.
14. Overmixing, such as requiring addition of water to preserve the required consistency or to reduce slump, will not be permitted.
15. All other concrete: Conform to ACI 301
16. Use of accelerating admixtures in cold weather and retarding admixtures in hot weather shall not relax placement requirements specified herein.
17. All concrete placed at ambient temperatures below 50 degrees F is to contain an approved accelerator. The concrete temperature when delivered at the site shall be at least 50 degrees F.

18. All concrete placed at ambient temperatures above 80 degrees F is to contain an approved retarder.
19. All concrete required to be air-entrained is to contain an approved air-entraining admixture.
20. When improved workability, pumpability, lower water-cement ratio, or high ultimate and/or early strength is required, the HRWR admixture (super plasticizer) may be used.
21. Ensure air content for slabs with steel trowel finish is less than 3.0 percent.
22. The concrete shall be of such consistency and composition that it can be worked readily into the corners and angles of the forms and around reinforcement without permitting materials to segregate or free water to collect on the surfaces. Within the limiting requirements, adjust the consistency of the concrete as may be necessary to produce mixtures which will be placeable with reasonable methods of placing and compacting. Maintain on the job at all times adequate extra cement to be used at rate of 1/2 sack cement per cubic yard concrete for each 2" slump increase for corrections due to wetness desired or obtained. No water shall be added to concrete except with the approval of the City inspector.
23. No water shall be added to concrete except with the approval of the City inspector. The water-cementitious ratio stated on the approved mix designs shall not be exceeded unless approved by the Engineer. Re-tempered concrete shall be mixed for not less than 80 revolutions of the drum or blades and at the rate of rotation designated as mixing speed by the manufacturer of the equipment.
24. Adjustments to concrete mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant at no additional cost to City. Laboratory test data for revised mix design and strength results must be submitted and accepted before using in work.

2.6 REINFORCING MATERIALS

A. Section 03 2000: Concrete Reinforcement

PART 3 - EXECUTION

3.1 EXAMINATION

A. Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION - GENERAL

A. Install all cast-in-place concrete work in accordance with ACI 301 except as herein specified.

B. All bearing materials shall be inspected by the Engineer prior to placing concrete. The Engineer shall be the sole judge as to the suitability of the bearing material.

C. Compact stone base aggregate to thickness indicated on drawings. Proof roll stone screenings topping to provide smooth hard surface on which to place slab. Surface should not show footprints or truck tracks when driven over.

D. Immediately before placing concrete, spaces to be occupied by concrete shall be free from standing water, ice, mud, and debris.

E. Concrete shall not be deposited under water or where water in motion may injure the surface finish of the concrete.

F. Immediately before placing concrete for exterior sidewalk, curb and gutter, pavements, and slab-on-grade, subbases and compacted subgrades shall be thoroughly moistened, but not muddied, by sprinkling with water. Surfaces shall be kept moist by frequent sprinkling, as required, up to the time of placing of concrete.

G. Forms and the reinforcement shall be thoroughly cleaned of ice and other coatings. Remove surplus form releasing agent from the contact face of forms.

H. Notify all trades concerned and the Owner’s Representative sufficiently in advance of the scheduled time for concrete placement to permit installation of all required work by other trades.

I. Before placing concrete, all required embedded items, including dovetail anchor slots, anchors, inserts, curb angles, metal frames, fixtures, sleeves, drains, stair nosing, accessory devices for Mechanical and Electrical installations shall be properly located, accurately positioned, and built into the construction, and maintained securely in place.

J. Build into construction all items furnished by the Owner and other trades. Provide all offsets, pockets, slabs, chases, and recesses as job conditions require.

K. Place and properly support reinforcing steel and anchor bolts.

L. The alignment, orientation, spacing, and embedment length of mechanical load transfer devices in slab-on-grade and pavements shall conform to dimensions and tolerances shown on the drawings.

M. The Engineer and City Inspector shall be notified when the first concrete pour is scheduled.

3.3 REINFORCEMENT

A. Placement: Section 03 2000 - Concrete Reinforcement

3.4 METHODS OF PLACEMENT AND PLACING CONCRETE

A. Placement: Conform to ACI 301:
   1. Maintain concrete cover around reinforcing as per Section 3.3 above and ACI 301.
   2. The methods and equipment used for transporting concrete to the site work and the time that elapses during transportation shall not cause segregation of coarse aggregate or slump loss in excess of 1 inch when measured at the point of discharge.
   3. Concrete shall be placed within 90 minutes after the water has been added to the cement and aggregates. Concrete shall be placed prior to initial concrete set.
   4. Placing of concrete will not be permitted during rainfall or when rain appears imminent. If rain should fall subsequent to placement, the concrete shall be completely protected until curing is complete.
   5. Cold-Weather Placement: Comply with provisions of ACI 306.1 “Standard Specifications for Cold-Weather Concreting” and as follows.
      a. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
      b. When necessary, arrangements for heating, covering, insulating, or housing the concrete work shall be made in advance of placement and shall be adequate to maintain the required temperature during the first 24 hours.
      c. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

d. Concrete shall not be placed on frozen ground or placed when the ambient temperature is 40 deg F or less and dropping.
e. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
f. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures using vented heaters and insulating blankets.
g. Vent heater exhaust gases that contain carbon dioxide outside of enclosed areas.
h. Concrete temperatures shall be maintained above 50 degrees F for the first 7 days of curing.

6. Hot-Weather Placement: When hot weather conditions exist that would impair quality and strength of concrete, place concrete complying with ACI 305R “Standard Specification for Hot-Weather Concreting” and as specified.
   a. Cool ingredients before mixing to maintain concrete temperature at time of placement to below 90 deg F (32 deg C). Mixing water may be chilled or chopped ice of a size that will melt completely during mixing may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   b. Reject any concrete that has a temperature at the point of placement above 90 deg F, unless approved otherwise by the Engineer. When air temperatures are between 80 and 90 deg F the maximum mixing and delivery time is reduced to 75 minutes. When air temperatures exceed 90 deg F, the maximum mixing and delivery time is reduced to 60 minutes.
   c. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedding in concrete.
   d. Fog spray forms, reinforcing steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without puddles or dry areas.
   e. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to the Engineer.
   f. Spray evaporative retardants, wind breaks, misters, or shade concrete when the rate of surface evaporation when calculated in accordance with ACI 305.5 exceeds 0.2 lb./sq. foot per hour.

B. Depositing Concrete
   1. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Hoppers, tremies, pump line, ducts, chutes, or other methods approved by the Engineer shall be used to deposit concrete in its final position within the specified time limits and without segregation of the mix.

2. The sequence of concrete placement and the number, type, position, and design of joints shall be approved by the Engineer prior to concrete placement.
3. Place floor slabs-on-grade by "strip cast" method.
4. Concrete shall be deposited as practical in its final position to avoid segregation due to re-handling or flowing. No concrete shall have a free fall of over three feet from truck, mixer, or buggies.
5. The concreting shall be carried on at such a rate that the concrete is plastic at all times and flows readily into the spaces between reinforcing bars. No concrete that has partially hardened or been contaminated by foreign materials shall be deposited in the work
6. When concreting is started, it shall be carried on as a continuous operation until the placing of the section is completed.
7. Except as intercepted by joints, concrete shall be placed in continuous layers. The depth of layers shall not exceed 20 inches. Succeeding layers shall be placed while the previous layer is still plastic. Concrete placement shall begin at the lowest point in each section of concrete to be placed.
8. Protect adjacent surfaces from concrete drippings, spillage, and splashes. Hardened or partially hardened splashes or accumulations of concrete on forms or reinforcement shall be removed before the work proceeds. Clean all damaged surfaces immediately.
9. All conveyances shall be thoroughly cleaned at frequent intervals during the placement of the concrete, and before the beginning a new run of concrete all hardened concrete and foreign materials shall be removed from the surfaces.
10. The Superintendent or Foreman in charge of concrete work shall mark on the drawings the time and date of the placing of each concrete pour. Locations where concrete test cylinders are made shall also be noted on the drawings. Such drawings shall be kept on file at the job until its completion and shall be subject to inspection of the Engineer at all times.

C. Conveyor Belts and Chutes

1. Chutes or conveyor belts shall not be used except as approved by the Engineer.
2. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation and loss of material.
3. Chutes longer than 50 feet and conveyor belts longer than 110 feet will not be permitted.
4. Equipment for conveying and chuting concrete shall be of such size and design as to insure a continuous flow of concrete at the delivery point without separation of material.
5. Provide runways or other means for wheeled equipment to convey concrete to point of deposit. Construct runways so that supports will not bear upon reinforcement or fresh concrete.
6. The minimum slope of chutes shall enable concrete of the specified consistency to readily flow.

7. Ends of chutes, hopper gates, and other points of concrete discharge throughout the conveying, hoisting, and placing system shall be designed and arranged so that concrete passing from them will not fall separated into whatever receptacle immediately receiving the concrete. Adequate headroom provision must be made at such points for a vertical drop and for proper baffling.
8. If a conveyor belt is used, it shall be wiped clean by a device operated so that none of the mortar adhering to the belt will be wasted.

D. Pumping of Concrete
1. The type and operation of a concrete pump shall be subject to the approval of the Engineer. The equipment used in placing the concrete and the method of its operation shall introduce the concrete into the forms without high velocity.
2. During pumping, the Contractor shall have on-site a standby placing system, acceptable to the Engineer, to ensure that in the event of breakdown of the primary placing equipment, the concrete placement can continue without cold joints.
3. The minimum diameter of the hose or conduit shall be 4 inches unless otherwise approved by the Engineer. Aluminum conduits shall not be used for conveying the concrete. Pumping equipment, hoses, and conduits that are not functioning properly shall be replaced.

E. Joints
1. Joints shall be vertical in walls and horizontal in slabs.
2. Dowel bars and tie bars shall be inspected
3. Control joints for controlling concrete shrinkage shall be provided in floor slabs, walls, decks, conduits, and channels as shown on the plans or approved by the Engineer.
4. Joint spacing and sawcut depth for slab-on-grade and concrete pavement shall conform to that shown on the pour sequencing plan and/or drawings.
    a. Sawed control (contraction) joints for pavements and slab-on-grade shall be installed as soon as practical so as not to ravel the concrete but less than 12 hours.
    b. The minimum sawcut joint depth shall be 1/4 of the slab thickness unless an early-entry SOFF-CUT saw is used in accordance with manufacturer recommendations (typically sawed between 1 to 4 hours after finishing to a 1-inch minimum depth.
    c. Joint spacing shall in feet shall not exceed 2-1/2 times the slab thickness in inches unless otherwise approved by the Engineer.
    d. The long dimension of a slab shall not exceed 1.5 times the short dimension unless otherwise approved by the Engineer.
5. Joints in slabs shall align with joints in adjoining walls unless otherwise approved by the Engineer or shown in the drawings. Joints shall also line up with architectural reveals and form lines. All corners shall be relieved by cutting joint to adjacent control joint.

6. When not otherwise shown on the drawings or specified, concrete placement for walls shall be constructed in segments no longer than 30 feet unless otherwise approved by the Engineer.
7. If there is a delay in casting but prior to concrete initial set, the concrete placed after the delay shall be thoroughly spaded and consolidated at the edge of that previously placed to avoid cold joints. Concrete shall then be brought to correct level and struck off with a straight edge. Bullfoats shall be used to smooth slab surfaces, leaving it free of humps or hollows.
8. Where placing concrete is interrupted long enough for the concrete to take its initial set, the working face shall be made a construction joint.
    a. Preparation and disposition of unplanned cold joints in walls shall be approved by the Engineer.
    b. For slab-on-grade, pavements, sidewalk, and curb and gutter, concrete shall be removed back to the nearest planned joint and a construction joint installed.
9. Unless otherwise noted on the drawings, where concrete is to be placed against existing concrete, except in the case of expansion joints, the joint face of the existing concrete shall be roughened.
    a. Before new concrete is placed against hardened concrete, the bonding surface of the existing concrete shall be roughened to an amplitude of 0.25 inch using bush hammers, abrasive blasting, or high-pressure water blasting.
    b. Fresh concrete may be green-cut with water blasting and hand tools to remove concrete laitance and spillage and to expose sound aggregate.
    c. The prepared surfaces of hardened concrete shall be kept thoroughly wet during the 24-hour period immediately prior to the placement of the new concrete. Wetting shall be accomplished by continuous sprinkling or by covering exposed surfaces with wet burlap.
    d. Where shown on the drawings or permitted by the Engineer, bond-preventing compound shall be applied by brush in accordance with the manufacturer’s printed instructions.
10. Corner sections of walls shall not be placed until the adjoining wall sections have cured at least 14 days.

F. Consolidation
1. All concrete shall be thoroughly consolidated by internal mechanical vibrators during the placing operation and shall be thoroughly worked around the reinforcement and embedded fixtures and into corners of the forms.
2. Concrete for slabs 8 inches thick or less may be consolidated with vibrating screeds. Slabs between 8 to 12 inches thick shall be compacted with internal vibrators and (optionally) with vibrating screeds.
3. Concrete shall be consolidated by vibration to the maximum practicable density. The concrete shall be free from pockets of coarse aggregate and entrapped air.

4. Vibrators shall have a minimum diameter of 3 inches with a frequency of at least 7000 vibrations per minute and with an amplitude adequate to consolidate the concrete in the section being placed.
5. Forms shall contain sufficient windows or shall be limited in height to allow visual observation of the concrete during placement. Sufficient illumination shall be provided in the interior of forms so that at the places of concrete deposition the concrete shall be visible from the deck or runway.
6. Vibrators shall not be secured to forms or reinforcement.
7. Keep a minimum of two standby vibrators in operable condition on the job during concreting operations.
8. Consolidation shall be carried on continuously with the placing of concrete.
9. The number of vibrators employed shall be sufficient to consolidate the concrete within 15 minutes after it is deposited in the forms.
10. When consolidating each layer of concrete, the vibrator shall be operated at regular and frequent intervals 18 to 30 inches apart.
11. The vibrator shall be kept in a vertical position as practicable. The use of vibrators to shift or drag concrete after deposition will not be permitted. Vibrators shall not be laid horizontally or laid over.
12. The vibrator head shall penetrate 6 to 8 inches into the preceding layer and then be withdrawn at a slow rate. The top part of each layer shall be re-vibrated systematically at the latest time the concrete can be made plastic by means of vibration.
13. Concrete shall not be placed until the previous layer has been vibrated.
14. Unless directed otherwise by the Engineer, the top 2 feet of walls shall be re-vibrated approximately 1 hour after placement of concrete and while a running vibrator will still sink under its own weight into the concrete and liquefy it momentarily.

G. Protection of cast concrete: Conform to ACI 301.

H. Repair of surface defects: ACI 301.
1. Inspect concrete surfaces and surfaces to be painted immediately upon removal of forms Irregularities shall be immediately rubbed or ground to secure a smooth, uniform, and continuous surface.
2. Clean surfaces of tie holes. Tie holes shall be filled solid with patching mortar.
3. Surfaces to be smoothed shall not be plastered or coated.
4. Patch imperfections as needed or as directed by the Engineer. Repairs in accordance with Section 3.8 shall not be made until the surface has been inspected and repair methods have been approved by the Engineer.

3.5 FINISHING

A. Finishing of formed surfaces: ACI 301:
1. Tops of forms:
   a. Strike concrete smooth at tops of forms.
   b. Float to texture comparable to formed surfaces.
2. Formed surfaces:

a. Finished formed surfaces shall conform accurately to the shape, alignment, grades, and sections shown on the drawings or prescribed by the Engineer.
b. Surfaces shall be free from fins, bulges, ridges, honeycombing, or roughness of any kind and shall present a finished, smooth, continuous hard surface.
c. Permanently exposed surfaces: ACI 301 - "Smooth Form Finish" with the fins ground smooth and air holes shall be filled with a non-shrink mortar. The color of the patch material shall match the color of the surrounding concrete. Surfaces in unfinished areas unexposed to public view: ACI 301- "Rough Form Finish".

B. Slabs: Minimum slab surface tolerance must satisfy ACI 301 and ACI 302.1R as measured in accordance with ASTM E1155.
1. Slabs-on-grade:
a. For exposed slabs, install semi-rigid epoxy sealant in construction and contraction joints after slab has a minimum of 60 days or otherwise approved by the Engineer.
b. Separate slabs-on-grade from vertical surfaces with 1/2-inch-thick joint filler. Extend joint filler from bottom of slab to within 1/8 inch of finished slab surface.
c. Allowable tolerance for slab on grade surfaces, measured in accordance with ACI 117 and ASTM E1155, shall meet or exceed an overall value of FF35/Fl25, with minimum local value of FF24/FL17.
2. Concrete Finishes:
a. The following will not be permitted on slab or floor finishes:
1) Dusting dry cement or sand on the surface to absorb excess moisture.
2) Use of a mortar finishing coat.
3) Excessive troweling or manipulation that brings water or a large amount of fines to the surface.
4) Use of a Fresno.
5) Addition of water to the surface during the finishing operation.
6) Use of the floor during construction in a manner that leads to marring or staining the finish.
b. Surface preparation
1) The concrete shall be brought up evenly to slightly above finished grade and shall be thoroughly compacted and consolidated. The top shall be struck off to accurately established grade strips or grade blocks. Complete screeding before any excess moisture or bleed water is present on the surface.
2) After bull floating, defer additional finishing operations until the concrete has stiffened sufficiently to sustain foot traffic pressure with an indentation of not more than ¼ inch.

c. Exposed concrete slabs shall be sealed or sealed and hardened using a liquid compound compatible with the curing method used as described in 3.7 Curing, Protection, Liquid Hardeners and Sealers of this Section.

d. Exterior Concrete Finishes: Unless otherwise noted on the drawings, floors and walkways shall be sloped a minimum 0.125 inch per foot to drain water. A light steel trowel with medium broom finish unless otherwise noted on the plans. Apply exterior sealer to surfaces exposed to deicer chemicals that is compatible with the curing method used.

3.6 CURING, PROTECTION, LIQUID HARDENERS AND SEALERS

A. Temperature, Wind, and Humidity

1. When concrete slabs and other unformed concrete is placed in warm, dry, dusty, or windy conditions, concrete surfaces shall be protected from rapid drying by use of windbreaks, shading, fogging with professionally designed nozzles, or a combination of these measures. Hot weather concreting procedures provided in ACI 305R shall be used when ambient conditions dictate.
2. Cold weather concrete procedures provided in ACI 306R shall be used when ambient conditions dictate.
3. Changes in air temperature immediately adjacent to the concrete during and immediately following the 7-day initial curing period shall be kept as uniform as possible and shall not exceed 5 deg. F in any 1 hour or 50 deg. F. in any 24-hour time period.

B. Curing Compound

1. All curing methods shall be placed immediately after final finishing (i.e., within two hours). Contractor's attention is directed to the fact that experience shows the most important time of curing is from three to four hours after placing and extending five to six hours thereafter. It is extremely important, therefore, to prevent loss of moisture, particularly during this period when concrete is especially vulnerable to plastic shrinkage cracks. All exposed surfaces of concrete including floor slabs, whether or not they receive a finish flooring, shall be protected from premature drying for a minimum of seven days.
2. Apply the specified curing compound in strict accordance with manufacturer’s written instructions. Curing compound shall not be diluted by the addition of solvents or thinners, nor shall it be altered in any other manner. Curing compound that has become chilled and is too viscous for satisfactory application shall be heated by steam or hot water bath until it has proper fluidity. The temperature of the compound shall not exceed 100 ºF. Curing compound shall not be heated by direct exposure of the container to fire.

3. When used on an unformed concrete surface, application of the first coat of curing compound shall commence immediately after finishing operations have been completed. When curing compound is used on a formed concrete surface, the surface shall first be moistened with a fine spray of water immediately after the forms have been removed. The spray shall be continued until the surface does not readily absorb further water. As soon as the surface film of water has disappeared and the surface is almost dry, the first coat of curing compound shall be applied. In the event that application is delayed on either formed or unformed surfaces, the surface shall be kept continuously moist until the compound has been applied or the specified period of water curing has elapsed.
4. Surfaces shall be sprayed uniformly with 2 coats of curing compound. Each coat shall provide a minimum coverage of 1 gallon per 250 square feet of surface. As soon as the first coat has become dry, a second coat shall be applied in the same manner. The direction of application of the second coat shall be perpendicular to the first coat. The curing compound shall be sprayed using approved pneumatic or pump driven equipment having the following characteristics:
    a. Separate lines to the nozzle for material and for compressed air
    b. A filtering system for the removal or entrapment of contaminants
    c. A constant application pressures
5. Curing compound shall not be used on any concrete surface specified to receive additional concrete, coatings, grout, and chemical treatment

C. Protection
1. Freshly placed concrete shall be protected against wash by rain.
2. Dust control shall be provided in the surrounding areas during placement. If, in the opinion of the Engineer, these conditions are not satisfactory met, concrete shall not be placed.
3. During the first 2-day period of curing, no traffic on or loading of the floors will be permitted.
4. The contractor shall allow no traffic and take precautions to avoid damage to the membrane of the curing compound for a period of not less than 28 days. Damage shall be repaired immediately to the satisfaction of the Engineer.
5. Special care shall be taken to prevent avoid damaging the surfaces and joints due to load stresses from construction equipment, heavy shock, and excessive vibration. During construction activities, concrete shall be protected against damage with plywood or other approved materials until final acceptance by the Engineer.
6. Precautions shall be taken to prevent overloading floors, pavements, slabs, beams, and other members. The Contractor shall comply with the Engineer’s instructions regarding the loads that will be permitted on these members during construction.
7. Self-supporting structures shall not be loaded in such a way to overstress the concrete.

3.7 PATCHING AND REPAIR

A. Concrete will be considered by the Engineer as not conforming to the intent of the drawings and specifications for the following reasons:
   1. Concrete is not formed as shown on the drawings.
   2. Concrete is not in true alignment or level.
   3. Concrete which exhibits a defective surface.
   4. Concrete with defects that reduce the structural integrity of a member or members.
   5. Concrete jointed slabs with uncontrolled random cracking.

B. Non-conforming concrete to required thickness, lines, details, and elevations will be rejected by the Engineer and shall be modified or replaced with concrete that conforms to the contract requirements without a claim by the Contractor for additional cost or extension of contract time.

C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of City Engineer for each individual area. Should the City Engineer grant permission for the Contractor to attempt restoration of a defective area by patching or other repair methods, such permission shall not be considered a waiver of the Engineer's right to require complete removal of the defective area if, in the Engineer's opinion, the restoration does not provide the structural or aesthetic integrity of the member or members.

D. All repairs of defective areas shall conform to ACI 301. On areas requiring treatment of defects and until such repairs have been completed, only water cure will be permitted

E. At any time prior to final acceptance, concrete found to be defective, damaged, or not in accordance with the specifications shall be repaired or removed and replaced with acceptable concrete.

F. If approved by the Engineer, repair or replace concrete with excessive honeycombing due to improper placement.
   1. Honeycombed areas shall be removed down to solid concrete a minimum of 1 inch over the entire area. Feathered edges will not be permitted. If chipping is necessary, the edges shall be perpendicular to the surface or slightly undercut.
   2. Laitance and soft material shall be removed prior to patching with a pea gravel concrete mix and bonding agent approved by the Engineer.
   3. The area to be patched and an area at least 6 inches wide surrounding it shall be dampened to prevent absorption of water from the patching materials.
   4. If a cement slurry bonding grout is approved, the heavy-cream consistency grout shall then be rigorously brushed into the surface. The concrete patch material shall be installed prior to the bonding grout skimming over or drying.
   5. If approved, a bonding admixture, bonding compound, or epoxy adhesive may be used in strict accordance with the manufacturer's preparation and application recommendations. Comply with ACI 301 and ACI 503.2 for

standard specifications for bonding plastic concrete to hardened concrete with a multiple component epoxy adhesive.

6. The repair concrete shall be thoroughly consolidated in place and struck off so as to leave the patch slightly higher than the surrounding surface. The concrete shall be left undisturbed for at least 1 hour to permit initial shrinkage then finished.
7. The patched area shall be kept damp for 7 days.
8. The color of the patch material shall match the color of the surrounding concrete. Repairs shall be made promptly while the base concrete is less than 28 days old
9. Metal tools shall not be used in finishing a patch in a formed wall that will be exposed.

G. Areas requiring patching shall not exceed 2 sq. ft. per 1000 sq. ft. of surface area and shall be widely dispersed. Areas showing excessive defects as determined by the Engineer shall be removed and replaced.

H. High spots identified in the floor flatness and levelness survey may be removed with bump grinding. Areas to be ground shall not exceed more than 10 percent of any one slab nor more than 5 percent of the total slab-on-grade area. There are no limitations for exterior concrete pavement areas requiring grinding.

I. If approved by the Engineer, concrete slab random cracking may be routed and sealed. The number of interior/exterior slabs to be routed and sealed shall not exceed more than 20 feet of any one slab nor more than 5 percent of the total number of slab-on-grade/pavement slabs. Slabs with more than one structural crack or with multiple cracks within a slab shall be removed and replaced. If random cracks are attributed to non-working sawcut control joints, uncracked joints parallel to the cracking shall be filled with a structural epoxy.

J. Interior slab-on-grade subjected to lift truck traffic shall be routed and sealed with a semi-rigid epoxy sealant. Exterior slabs may be routed and sealed with the flexible joint sealant to be installed in pavement joints.

K. Completed concrete work which fails to meet one or more requirements, and which cannot be brought into compliance may be accepted or rejected by the City Engineer. In this event, modifications may be required to assure that remaining work complies with the requirements.

L. The costs of any additional tests or analysis, including additional architectural and engineering services, performed to prove the adequacy of the concrete work, shall be borne by the Contractor without extension of contract time.

3.8 FIELD QUALITY CONTROL

A. Quality Requirements: Field testing and inspection.

B. Requirements:

1. Provide and maintain an adequate program of quality control for the materials, production methods, and workmanship to assure conformance of all work to the project contract documents. ACI 121R outlines the essential elements of the Material Control portion of the QA program.

2. All materials, equipment, and methods shall be subject to verification inspections and/or testing as specified herein; ACI 121R.

END OF SECTION

SECTION 03 3053
MISCELLANEOUS CONCRETE

PART 1: GENERAL

1.1 DESCRIPTION

A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment, and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

Section 03 1000 - Concrete Formwork
Section 12 9300 - Site Furnishings and Miscellaneous Materials
Section 32 8400 - Irrigation

C. The Standard Specifications for Public Works Construction, “Greenbook,” 2021 edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook,” unless otherwise determined by the Engineer.

D. References
Refer to Geotechnical Investigation Document(s)
Refer to American Concrete Institute
Refer to State of California Department of Transportation (Cal Trans) Standard Specifications (DTSS)
Refer to applicable ASTM Specifications

E. Definitions.

1. City: City of Carson

2. Engineer: City Engineer, or the City Engineer’s designated representative.

3. ASTM: American Society of Testing Materials

1.2 QUALITY ASSURANCE

A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer’s directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.

1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.

2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.

3. Concrete specimens shall be taken when directed by the Engineer. At least one pair of specimens shall be taken from each pour of concrete or from each one-hundred cubic yards of concrete or major fraction thereof. One cylinder from each pair shall be tested at seven (7) days. One from each pair shall be tested at twenty-eight (28) days. Concrete for specimens shall be taken from place of deposit. Specimens shall be prepared and tested in accordance with the latest ASTM specifications.

4. Additional tests shall be made when and as directed by the Engineer. Cost of additional tests shall be borne by Contractor.

5. Should concrete strengths do not attain the minimum specified at twenty-eight (28) days, the area of substandard work shall be examined by the Engineer. The defective concrete shall be removed between expansion joint and replaced or the work shall be strengthened in a manner as directed by the Engineer.

6. The cost of all examination and testing of defective material, as well as corrective measures, shall be borne by the Contractor.

E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

1.3 SUBMITTALS:

A. Shop Drawings: Submit for concrete slabs showing dimensioned locations and types of construction and expansion joints.

B. Samples: Prepare minimum 4-foot square samples of each required slab finish excluding only monolithic trowel and float finishes. Include a transverse expansion joint, scoring, and edging.

1.4 JOB CONDITIONS

The Contractor shall be responsible for the coordination and proper relation of his work to existing site improvements and utilities and to the work of all trades. The Contractor shall visit the site and be thoroughly familiar with all details of the work and working conditions and verify all dimensions in the field. Protect all existing improvements to remain on and adjacent to the project site during construction. Repair at its sole cost, all damages resulting from its operations or negligence.

PART 2: PRODUCTS

2.1 MATERIALS

A. Concrete flatwork and headers shall have a minimum compressive strength at 28 days of 2,500 psi.

B. Concrete walls have a minimum compressive strength at 28 days of 3,000 psi.

C. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.

D. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.

E. Fine aggregate shall consist of washed natural sand having hard, strong, and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter, or other deleterious substances.

F. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension in excess of two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

G. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

H. Each component of the concrete mix shall be supplied from the same source for the entire project.

2.2 PROPORTIONS AND MIXING

A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.

B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8” thick	4	0.5
Reinforced concrete 8” or less thick	4-1/2	0.5
All other concrete	4	0.5

C. The concrete shall be mixed as follows:

1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.

2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.

3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.

4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

PART 3: EXECUTION

3.1 PLACING CONCRETE

A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, and so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in final position within ninety (90) minutes after water is first added to the batch.

B. Maximum free drop of concrete shall not be more than 5’-0”. Use tremies in deep sections.

C. The location of all stoppages shall be approved by the Engineer.

D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped, and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be directed by the Engineer.

E. Before the placing of any concrete, the surface of the previously poured concrete shall be wet.

F. Install concrete and cement finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.

G. Remove and replace defective concrete or cement work with new materials. Permission to patch any defective area shall not be a waiver of the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

H. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.

3.2 CEMENT FINISH

A. Compact and tamp concrete as specified to bring 3/8” of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water

disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

B. The color for concrete paving shall be as shown on the plans.

3.3 EXPANSION AND CONTROL JOINTS

A. Expansion joint material shall be as noted on the Plans.

B. Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.

1. Expansion joints shall be a maximum of twenty feet (20') apart, with control joints a maximum of ten feet (10') apart. Exception to this are specialty work joints which will be laid out as shown on the Plans.

2. The Contractor shall obtain the Engineer's approval of layout showing proposed location of joints before pouring concrete.

C. Caulking of expansion joints where called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H, or approved equivalent.

1. Color shall match the color of the concrete where the expansion joint occurs unless shown otherwise on the plans.

2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer is fully cured.

4. A light dusting of fine sand will be required over wet sealer. Contractor to discuss option with City Engineer.

3.4 QUALITY CONTROL

A. Smoothness tolerance exterior cement finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10'

straight edge laid in any direction, with an allowable tolerance of 1/8 inch. Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.

B. Inspections will be provided, as necessary. Call for inspection two (2) working days prior to need.

C. The Contractor shall call for inspection during specific phases of construction. They shall include:

1. All form work prior to pouring.

2. All footings prior to pouring.

3. Subgrade prior to pouring.

4. Drag form approval.

D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

3.5 TESTING

A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.

1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.

2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective,

the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.

END OF SECTION

SECTION 05 5000R1
METAL FABRICATIONS

PART 1 - GENERAL`

1.1 SUMMARY

A. Section Includes:
   1. Aluminum wire mesh security panels.

B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 SUBMITTALS

A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
   1. Product Data:
      a. Submit complete descriptive data for all stock items.
   2. Shop Drawings:
      a. Prepare Shop Drawings under seal of professional structural engineer registered in California for products requiring structural engineering.
      b. Include profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories, erection drawings, elevations, welded connections using standard AWS welding symbol with net weld lengths.
      c. Take field measurements prior to preparation of shop drawings and fabrication when possible. Allow for trimming and fitting whenever taking of field measurements before fabrication might delay construction.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Anodized clear aluminum wire mesh screen, square, Aluminum, Allow 1350-H19, Woven – Intercripm Weave, I3I3 Crimp Style, 1”x1” opening (Square), 0.120 thick (11 Gauge) wire diameter, 80% open area.

B. Anodized clear aluminum U channels & Aluminum L bracket shapes 13 Gauge and shall conform to ASTM A36.

C. Anchors
   1. Aluminum expansion anchor bolt, threaded Type Concrete Inserts.

D. Fasteners
   1. Aluminum Bolts, Nuts and Washers for Interior Locations: ASTM A307, Grade A, regular hexagon head.
   2. Bolts, Round Head: ANSI B-18.5
   3. Wood Screws, Flat Head Aluminum: ANSI B-18.6.1.
   4. Plain Washers, Helical Spring Type Aluminum: FS FF-W-84.

2.2 FABRICATION

A. Fabricate according to approved shop drawings.

B. Pre-assemble products in shop to greatest extent possible. Disassemble units to extent necessary for shipping and handling. Clearly mark units for re-assemble and installation.

C. For exposed to view fabrications, use materials which are smooth and free of surface blemishes including pitting, seams marks, roller marks, roller trade names and roughness. Remove blemishes by grinding or by welding and grinding, prior to cleaning, treating and application of surface finishes including zinc coating.

D. Fabricate items with joints tightly fitted and secured.

E. Fit and shop assemble in largest practical sections for delivery to Project site.

F. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of structure, except where specifically noted otherwise.

G. Make exposed joints butt tight, flush and hairline.

H. Fabricate anchorage and related components of same material and finish as metal fabrication, unless indicated otherwise.

2.3 FINISHES, GENERAL

A. Comply with NAAMM “Metal Finishes Manual” for recommendations relative to application and designations of finishes.

B. Finish metal fabrications after assembly.

2.4 STEEL AND IRON FINISHES

1. ~~Anodized Aluminum.~~

2.5 PRODUCTS

A. Direct metals, 800-711-4939

B. Edward J. Darby & Son Inc., darbywiremesh.com, 877-996-1281

C. McNichols Co., mcnichols.com, 855-464-8486

D. Or Equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

A. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

3.3 INSTALLATION

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place

construction; include threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws, and other connectors as required.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installation of miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

C. Provide temporary bracing or anchors in formwork for items that are to be built into concrete masonry or similar construction.

D. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.

3.4 INSTALLATION - SECURITY GRILLES

A. Securely fasten to structure OR door/window openings as detailed with tamper-proof fasteners.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wood Framing.
   2. Concealed blocking behind wall mounted items.
   3. Sheathing material.
   4. Wood treatment.

B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.2 REFERENCES

A. American Lumber Standards Committee (ALSC):
   1. Softwood Lumber Standards.

B. American Plywood Association (APA):
   1. Grades and Standards.

C. American Society for Testing and Materials (ASTM):
   1. ASTM A307 - Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
   2. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials.

D. American Wood Preservers Association (AWPA):
   1. AWPA - C1 - All Timber Products - Preservative Treatment by Pressure Process.
   2. AWPA - C15 - Wood for Commercial-Residential Construction Preservative Treatment by Pressure Processes.
   3. AWPA - C20 - Structural Lumber - Fire-Retardant Treatment by Pressure Processes.
   4. AWPA - C27 - Plywood - Fire-Retardant Treatment by Pressure Processes.
   5. AWPA - P5 - Waterborne Preservatives.

E. Underwriters' Laboratories, Inc. (UL):
   1. UL FR S - Fire Rated Treated Wood with Flame Spread and Smoke Developed Ratings of 25 or less in accordance with ASTM E84.
   2. UL 723 - Test for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
   1. Assurance/Control Submittals:
      a. Certificates:
         1) Pressure Treated Wood: Certification from treating plant stating chemicals and process used and net amount of preservative retained are in conformance with specified standards.
         2) Preservative Treated Wood: Certification for water-borne preservative that moisture content was reduced to 19 percent maximum, after treatment.
         3) Fire-Retardant Treated Wood: Certification from treating plant stating that fire-retardant treatment materials comply with governing code, ordinances and requirements of local authority having jurisdiction, and treatment will not bleed through finished surfaces.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the following agencies:
   1. Lumber Grading Agency: Certified by ALSC.
   2. Plywood Grading Agency: Certified by APA.

B. Regulatory Requirements: Conform to applicable codes for fire-retardant treatment of wood surfaces for flame/smoke ratings.

1.5 DELIVERY, STORAGE AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.
   1. Inspect wood materials for conformance to specified grades, species, and treatment at time of delivery to Project Site.
   2. Reject and return unsatisfactory wood materials.

B. Provide facilities for handling and storage of materials to prevent damage to edges, ends, and surfaces.

C. Keep materials dry. Stack materials off ground minimum 12 inches or, if on concrete slab-on-grade, minimum 1-1/2 inches, fully protected from weather. Provide for air circulation within and around stacks and under temporary coverings.

D. For materials pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Environmental Impact:
   1. Formaldehyde: Products containing urea-formaldehyde will not be permitted.
   2. Wood pressure treatment products: Products containing chromium will not be permitted. Products containing arsenic will not be permitted.
   3. Use exterior plywood only. Interior plywood is not permitted.

PART 2 - PRODUCTS

2.1 LUMBER MATERIALS

A. Lumber finished 4 sides, 15 percent maximum moisture content. Each piece of lumber to be factory marked with type, grade, mill and grading agency.
   1. Light framing: Construction grade Douglas fir or southern pine, appearance grade where exposed.
   2. Structural framing and timbers: No. 2 grade Douglas Fir, Southern Pine, or Spruce, appearance grade where exposed.
   3. Boards: Construction grade.

2.2 NAILERS, BLOCKING, FURRING AND SLEEPERS

A. Wood for nailers, blocking, furring and sleepers: Construction grade, finished 4 sides, 15 percent maximum moisture content. Pressure preservative treat items in contact with roofing, flashing, waterproofing, masonry, concrete or the ground.

2.3 BUILDING PAPER

A. Asphalt saturated felt, non-perforated.

2.4 FASTENERS

A. Fasteners: Provide manufacturers with recommended power tools for each type of fastener.
   1. Bolts, Nuts, Washers, Lag Screws, and Wood Screws: ASTM A307, Medium carbon steel; size and type to suit application; galvanized for treated wood; plain finish for other interior locations, of size and type to suit application, unless otherwise noted.
   2. Expansion Shield Fasteners: For anchorage of non-structural items to solid masonry and concrete.
   3. Powder or Pneumatically Activated Fasteners: For anchorage of non-structural items to steel.

4. Fasteners for Wood and Plywood (over 1/2 inch) to Light Gage Metal Framing and Metal Deck (up to 1/8 inch thick):
   a. Hilti PWH #3 with wings.
   b. ITW TEKS/4 with wings.
   c. Or approved equal.
5. Fasteners for Wood and Plywood (up to 2 inches thick) to Metal (from 1/8 inch to 1/4 inch thick):
   a. Hilti PFH #4 with wings.
   b. ITW TEKS/4 with wings.
   c. Or approved equal.
6. Fasteners for Non-Structural Wood Members to Masonry: 1/4-inch diameter x 3-1/4 inch with Phillip flat head.
   a. Tapcon masonry anchors, by ITW Buildex.
   b. Kwik-Con II fastener, by Hilti.
   c. Or approved equal
7. Fasteners for preservative treated lumber must be hot dipped galvanized, type 304 or 316 stainless steel, or zinc-polymer coated.

2.5 WOOD TREATMENT

A. Preservative Pressure Treated Lumber, Alkaline Copper Quat (ACQ): Type B, Ammoniacal Copper Quat or Type D, Amine Copper Quat.
   1. Manufacturers:
      a. Chemical Specialties, Incorporated,
      b. Arch Wood Protection, Inc.,
      c. Osmose Inc.,
      d. Or approved equal.
   2. Products:
      a. CSI: “Preserve.”
      b. Arch Wood: “Natural Select.”
      c. Osmose: “Nature Wood.”
      d. Or approved equal.
   3. Impregnate lumber with preservative treatment conforming to AWPA Standard C1 and P5. Apply the preservative in a closed cylinder by pressure process in accordance with AWPA Standard C15.
   4. Retention of preservative:
      a. Moderate service conditions (weather exposure): 0.25 pounds per cubic foot (oxide basis).
      b. Severe conditions (constant contact with ground or water): 0.40 pounds per cubic foot (oxide basis).
   5. Remove excess moisture where shrinkage is a serious fault or where treated lumber will be in contact with plaster, or stucco, and where water-borne treated lumber is to be painted or stained.
   6. Lumber shall be dried to 15 to 19 percent moisture content after treatment, and material to be painted or stained shall have knots and pitch streaks sealed as with untreated wood.

7. Liberally brush freshly cut surfaces, bolt holes and machined areas with the same preservative in accordance with AWPA Standard M4.
8. Treatment material shall provide protection against termites and fungal decay and shall be registered for use as a wood preservative by the U. S. Environmental Protection Agency.

B. Wood Requiring Treatment:
1. Lumber, Preservative Treated: Nailers, blocking, stripping, and similar items in conjunction with roofing, flashing, and other construction. Sills, blocking, furring, stripping, and similar items in contact with masonry or concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
1. Verify that spacing, direction and details of supports are correct to accommodate installation of blocking, backing, stripping, furring, and nailing strips.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION - FRAMING

A. Set structural members level and plumb, in correct position.

B. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.

C. Place horizontal members, crown side up.

D. Construct load bearing framing and curb members full length without splices.

E. Double members at openings as indicated on Drawings. Space short studs over and under opening to stud spacing.

F. Construct double joist headers at ceiling openings and under wall stud partitions that are parallel to roof trusses. Frame rigidly into roof trusses.

G. Place full width continuous sill flashings under framed walls on cementitious foundations. Lap flashing joint 4 inches.

H. Place sill gasket directly on sill flashing. Puncture gasket clean and fit tight to protruding foundation anchor bolts.

I. Coordinate installation of wood decking and prefabricated wood trusses.

J. Installed miscellaneous blocking, nailing strips, and framing where required as backing for attachment of wall mounted fixtures, cabinetwork, and other items, and as detailed on Drawings. Coordinate to allow proper attachment of work of other Sections.
   1. Secure in place using fasteners specified. Use only recommended power tools for placement of fasteners.
   2. Recess heads of fasteners below surface of wood members.

K. Secure in place with appropriate fasteners. Use fasteners of correct size that will not penetrate members where opposite side will be exposed to view or require finishing. Do not split wood with fasteners; set panel products to allow expansion at joints.

L. Construct members of continuous pieces of longest lengths.

3.3 INSTALLATION - PLYWOOD

A. Secure wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered.

B. Install plywood in combination single and two spans continuous.

3.4 INSTALLATION - AIR INFILTRATION SEAL

A. Place material horizontally over wall sheathing, minimum 2-inch (5 cm) overlap and 6-inch (15 cm) end lap; weather lap edges and ends; fasten to sheathing with corrosion resistant fasteners.

3.5 SITE TREATMENT OF WOOD MATERIALS

A. Apply preservative treatment in accordance with manufacturer's published instructions.

B. Brush applies two coats of preservative treatment on wood in contact with cementitious materials and roofing and related metal flashings. Treat site-sawn cuts.

C. Allow preservative to dry prior to erecting members.

3.6 CONSTRUCTION

A. Site Tolerances:
   1. Framing Members: 1/4 inch from true position, maximum.

3.7 FIELD QUALITY CONTROL

A. Section 01 4000 - Quality Requirements: Field inspection.

B. Framing Inspection:
   1. Inspect wood framing installation and connections at completion of each phase of wood construction for correct installation, nailing, connections, and fasteners.
   2. Inspect and verify that types and spacing of fasteners are installed in locations specified or indicated on Drawings.
   3. Inspect types, locations, and fasteners for structural metal framing connectors.
   4. Inspect types, locations, and connections of hold-down anchors.

3.8 SCHEDULE - NAILING

CONNECTION	NAILING
Joist to sill or girder, toenail	3 - 8d
Bridging to joist, toenail each end	2 - 8d
Bottom Plate to joist or blocking, face nail	16d at 16 inches o.c.
Top plate to stud, end nail	2-16d
Stud to bottom plate	4-8d, toenail or 2-16d, end nail
Double studs, face nail	16d at 24 inches o.c.
Double top plates, face nail	16d at 16 inches o.c.
Top plates, laps and intersections, face nail	2 - 16d
Continuous header, two pieces	16d at 16 inches o.c. along each edge
Ceiling joists to plate, toenail	3 - 8d
Continuous header to stud, toenail	4 - 8d

Ceiling joists, laps over partitions, face nail	3 - 16d
Ceiling joists to parallel rafters, face nail	3 - 16d
Rafter to plate, toenail	3 - 16d
Built-up corner studs	16d at 24 inches o.c.
Built-up beams	20d at 32 inches o.c. at top and bottom staggered 2 - 20d at ends and at each splice

Payment for items of work covered under Division 6 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 06 1516
WOOD ROOF DECK REPAIR AND REPLACEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Wood deck repair and replacement associated with roof replacement.

1.2 RELATED SECTIONS

A. Section 01 3300 – Submittal Procedures

B. Section 01 6000 – Product Requirements

C. Section 02 4100 – Roof Removal and Substrate Preparation

D. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.3 UNIT PRICES

A. Provide unit prices for the work described in Articles 3.2 and 3.3.

1.4 REFERENCES

A. Reference standards of the following sources are applicable to products and procedures specified in Part 2 - Products and Part 3 – Execution of this Section:
   1. American Wood Preservers Association (AWPA)
   2. American Wood Preservers Institute (AWPI)
   3. American National Standard Institute (ANSI)
   4. Western Wood Products Association (WWPA)

1.5 SUBMITTALS

A. Prior to the start of work, submit the following to the Owner for approval:
   1. Product submittals required within Section 01 3300.

B. Refer to Section 01 3300 for procedural requirements related to the submittal process.

1.6 QUALITY ASSURANCE PROCEDURES

A. Applicator Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer’s product and that is eligible to receive a manufacturer’s warranty. Company shall

have a minimum of 5 years documented experience certified by roofing system manufacturer.

B. Single Source Responsibility: Roofing system materials and components shall be supplied and warranted by roofing system manufacturer for specified roofing system and shall be in compliance with specified regulatory requirements.

C. Examine the technical specifications and drawings. Verify all dimensions, detail conditions, roof plan notes and existing site conditions that may affect the work. Verification of existing dimensions and site conditions is the responsibility of the Contractor. No additional compensation will be considered for failure to verify existing dimensions, detail conditions, roof plan note callouts, and existing site conditions.

D. Upon examination, if conflicts between the technical specifications and drawings, and those of federal, state or local regulatory agencies, the product manufacturer, industry roofing standards, or Owner-mandated requirements are discovered, notify the Owner immediately for resolution.

E. During work, if conditions are discovered which do not allow for continuation of the work per the technical specifications and drawings, notify the Owner immediately for resolution.

1.7 PRODUCT DELIVERY, HANDLING AND STORAGE

A. Refer to Section 01 6000 for transport, handling, storage and product requirements.

B. Deliver materials in manufacturer's original containers, dry, undamaged, seals and labels intact.

C. Store materials in weather protected environment, clear of ground and moisture. Protect foam insulation from direct sunlight exposure. Store roll materials standing on end.

D. Protect adjacent materials and surfaces against damage from roofing work. Do not store materials on previously completed roofing.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not perform wood deck repair/replacement work during inclement weather. Refer to product manufacturer for outdoor temperature requirements for installation of materials. Do not install materials at times when the outdoor temperature does not fall within the minimum/maximum temperature requirements of the manufacturer.

B. Material Safety Data Sheets (MSDS) of all specified products shall remain on site for the duration of this project.

PART 2 – PRODUCTS

2.1 WOOD DECK REPAIR/REPLACEMENT MATERIALS

A. For use at “Wood Deck Inspection/Repair” outlined in Article 3.2:
   1. Steel plate: 16-gauge galvanized with pre-drilled holes for fasteners and plates.
   2. For securing wood to wood and wood to steel: No. 14 fluorocarbon-coated screws; length as necessary to penetrate minimum 1-inch depth through the deck.
   3. For securing wood to underlying structural steel (1/2-inch thick max.): 12-24 x 1-1/4 inch Hex Washer Head, Teks 5, or approved equal.

B. For use at “Wood Deck Inspection/Replacement” outlined in Article 3.3:
   1. Replacement wood plank:
      a. Wood plank dimensions and type: As required by conditions encountered; Type, grade and species to match dimensions and type of existing wood plank deck.
   2. Replacement plywood:
      a. Plywood dimensions and type: As required by conditions encountered; Type,
      grade and species to match dimensions and type of existing wood plank deck.
   3. Fasteners:
      a. For securing wood to wood and wood to steel: No. 14 fluorocarbon-coated screws; length as necessary to penetrate minimum 1-inch depth through the deck.
      b. For securing wood to underlying structural steel (1/2-inch thick max.): 12-24 x 1-1/4 inch Hex Washer Head, Teks 5, or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

A. Refer to Section 02 4100 for general work and substrate preparation requirements.

3.2 WOOD DECK INSPECTION AND REPAIR *(Unit Price Work)*

A. Repair at openings caused by obsolete roof penetration removal or other

defects less than 12” by 12” in size:

1. At locations encountered and other locations indicated by the Owner, cover the existing opening with 16-gauge steel plate stock. Lap the plate a minimum of 8-inches beyond the opening on all sides. Fasten the steel plate with specified fasteners and plates 6-inches on center. Secure the plate a minimum of 2-inches in from the outside edge of the repair plate.

3.3 WOOD DECK INSPECTION AND REPLACEMENT *(Unit Price Work)*

A. Inspect deck for structurally unsound or otherwise defective areas and for fastening deficiencies. Perform treatments as indicated:
   1. Remove defective decking and repair resultant openings:
      a. Install replacement decking with the long dimension across the supports. Leave a 1/8-inch gap at all edges and end joints. Install shims as necessary between the replacement decking and the structural members to ensure that the replacement decking is flush with adjacent decking.
      b. Mechanically attach the new wood decking to the underlying supports using the specified fasteners.
   2. Install additional fasteners where the existing fasteners missed the underlying supports or where the number of fasteners installed does not meet minimum code requirements.
   3. Remove loose or protruding nails or hammer them down flush with the deck surface.

B. Sweep deck clean before installing new materials.

END OF SECTION

SECTION 06 4023
INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.2 SUMMARY

A. This Section includes the following:

1. Plastic-laminated cabinets.

2. Plastic-laminate lockers and storage assemblies.

3. Solid-surfacing-material countertops and splashes.

4. Shop finishing of interior woodwork.

5. Plastic-laminate paneling system.

B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.3 DEFINITIONS

Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 REFERENCES

A. American Woodworking Institute (AWI)

B. Woodwork Institute of California (WIC)

1.5 QUALITY ASSURANCE

A. Perform work in accordance with WIC custom quality.

1.6 SUBMITTALS

A. Product Data: For panel products, high pressure decorative laminate, adhesive for bonding plastic laminate, solid surfacing material, cabinet hardware and accessories, and finishing materials and processes.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components. Drawings shall show each type of cabinet, with sufficient details to clearly indicate all features of construction and attachment to structure. Drawings will include, as minimum, the following:

1. Show indication of material and grades.

2. Scaled plans or plan section of each item, showing location and layout of units with relation to surrounding walls, doors, windows, and other building components, fully dimensioned.

3. Scaled elevations of each cabinet type, fully dimensioned.

4. Scaled sections to clarify special conditions, and locations and details or anchorage.

5. Fixed dimensions, with provisions of insertion of field dimensions.

6. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.

7. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers and other items installed in architectural woodwork.

8. Coordinate with other work involved and show on Shop Drawings.

9. Reproduction of Contract Documents to be used as Shop Drawings is not acceptable.

10. Conform to WIC custom grade, WIC Certificate not required. Provide compliance label to first page of Shop Drawings.

11. Keying Schedule: Indicate keying system for cabinet and fixture locks.

C. Samples for Initial Selection:

1. Plastic Laminates.

2. PVC edge material.

3. Thermoset decorative panels.

4. Solid-surfacing materials.

D. Samples for Verifications

1. Plastic laminates, 8 by 10 inches, for each type, color, pattern, and surface finish, with 1 sample applied to core material and specified edge material applied to 1 edge.

2. Plastic Laminate Panel System, 8 by 10 inches, for each type, color, pattern, and surface finish, with edge banding on 1 edge.

3. Solid-surfacing materials, 6 inches square.

4. Exposed cabinet hardware and accessories, one unit for each type and finish.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in “Project Conditions” Article.

1. Cabinets: Cabinets shall be handled carefully and set or stores inside on a level floor. Care shall be taken to protect exposed finished portions from bumping, scratching, etc. Under no circumstances shall cabinets or countertops be used for “work benches” or convenient places to store other materials.

2. Countertops: Countertops shall be stacked flat, at least four inches off the floor, with protective covering under the bottom unit, and covered on top to protect surfaces from scratching. Strips of wood or other suitable materials shall be placed between tops. Care shall be taken to prevent breakage. Under no circumstance’s hall countertops be stood or stacked on end against a wall where they can be broken or damaged by falling.

B. Replacements: in the event of damage, immediately make all repairs and replacements necessary to the approval of the State’s Representative and at no additional cost to the State.

Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork ban be supported and installed as indicated.

B. Plumbing Fixture Coordination: Coordinate Shop Drawings and fabrication of countertops with sinks and lavatories specified in Division 22- “Plumbing.”

PART 2- PRODUCTS

2.1 MATERIALS

A. General: Provide materials that comply with requirements of WI’s quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Wood Products: Comply with the following:

1. Softwood Plywood: DOC PS 1, Medium Density Overlay, 3/4 inch thick.

C. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.

1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following:

a. Formica Corporation.

b. Lamin-Art, Inc.

c. Nevamar Company, LLC; Decorative Products Div.

d. Wilsonart International; Div. of Premark International, Inc.

e. Or Approved Equal.

D. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Bradley Mills

b. Aconite, Inc.

c. DuPont (Corian).

d. Formica Corporation.

e. Wilsonart International; Div. of Premark International, Inc.

f. Or Approved Equal

2. Type: Standard type unless Special Purpose type is indicated.

E. Edge Bands:

3mm PVC banding at exposed edges and 1 mm PVC banding at semi-exposed edge ad case body to be machine applied with waterproof hot melt adhesive.

2.2 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet **heavy duty hardware** and accessory materials associated with architectural cabinets.

B. Frameless Concealed Hinges: BHMA A156.9, B01602, 107 degrees of opening (90-95 degrees at corners), self-closing and having passed 100,000 cycle tests.

1. Equal to: Blum Modul Hinge series with 170-degree opening.

2. Hinge shall have a lifetime warranty as offered by the hinge manufacturer.

3. Hinges shall be heavy duty wrap-around offset for overlay doors with non-removable pin.

4. Hinge shall not be clipping type.

5. Hinges shall be securely anchored to the cabinet and door. Do not screw hinges into holes drilled for adjustable shelf brackets.

6. Number of hinges per door shall be as follows:

a. Door height 0”-36”: 2 hinges per door

b. Doors greater than 36” high and locker doors: Provide heavy duty piano type or continuous hinges.

C. Provide 4 types of heavy-duty sample of pulls for casework for architect approval.

D. Catches: Magnetic catches, BHMA A156.9, C03141.

E. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with self-rests, B04081.

F. Shelf Rests: BHMA A156.9, B04013; metal, two-pin type with self-hold-down clip.

G. Drawer Slides heavy duty type: BHA A156.9, B05091, side-mounted; full-extension type, zinc-plated steel ball bearing slides, equal to Accuride #7432, and rated for the following loads:

1. File Drawer Slides: Grade 1HD-200 (200 lbf); for all drawers.

H. Grommets for Cable Passage through Countertops: 2-inch OD, molded-plastic grommets, and matching plastic caps with slot for wire passage.

1. Product: Subject to compliance with requirements, provide “SG series” by Doug Mockett & Company, Inc.

2. Color: As selected by Architect from manufacturer’s full range.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

Satin Chromium Plated: BHMA 626 for brass or bronze base; CHMA 652 for steel base.

J. For concealed hardware, provide manufacturer’s standard finish that complies with product class requirements in BHMA A156.9.

K. Bumpers: Provide rubber bumpers on inside corners of all doors to prevent laminate to laminate contact.

L. Lock Keying: Cabinet lock to be coordinated with Owner for various tiers of security.

2.3 MISELLANEOUS MATERIALS

A. Furring, Blocking, Shims and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Wood Glues: 30g/L.

2. Contact Adhesive: 250 g/L.

E. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement or Contact cement.

H. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.4 FABRICATION, GENERAL

A. Interior Woodwork Grade: Unless otherwise indicated, provide Custom-grade interior woodwork complying with referenced quality standard.

B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

C. Fabricate woodwork to dimension, profiles and details indicated. Ease edge to radius indicated for the following:

Corners of Cabinets and Edges of Solid-Wood (Lumber) Members ¾ inch thick: 1/8 inch.

D. Complete fabrication, including assembly, finishing and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

E. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.

F. Shop-cut opening to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

G. Seal edges of openings in countertops with a coat of varnish.

2.5 PLASTIC-LAMINATE CABINETS

A. Grade: Custom.

B. WI Construction Style: Style A, Frameless.

C. WI Construction Type: Type I, multiple self-supporting units rigidly joined together.

D. WI Door and Drawer Front Style: Flush overlay.

E. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:

1. Horizontal Surfaces Other Than Tops: Grade HGS.

2. Post formed Surfaces: Grade HGP.

3. Vertical Surfaces; Grade VGS.

4. Edges: PVC edge banding, 0.12-inch-thick, matching laminate in color, pattern, and finish.

F. Materials for Semi exposed Surfaces, including cabinet interior, interior door faces, and surface of shelving:

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, Grade VGS, or cabinet liner.

a. Edges of Plastic-laminate shelves: PVC T-mold matching laminate in color, pattern, and finish.

b. For semi exposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, Grade VGS.

2. Drawer Sides and Backs: See Paragraph 2.4.I.(1).

3. Drawer Bottoms: See Paragraph 2.4.I.(2).

G. Concealed Backs of Panels with Exposed Plastic Laminate Surfaces: High-pressure decorative laminate, Grade BKL.

H. Fabrication: Ends and Divisions: Cabinet ends and divisions shall be a minimum of 0.745” in thickness. The visible top edge of the ends of cabinets 6’-0” or more from the floor do not require an edge band but shall have all voids filled and sanded.

1. Joinery:

a. All cabinet members shall be securely fastened together.

b. All joints shall be securely glued.

c. All exposed and semi-exposed joints shall be tight and true.

d. To assemble cabinet bodies and components, the use of finish nails is allowed. They shall be a maximum of 4” on center (except face frames – 8” on center) with a minimum of two (2) fasteners per joint for cabinet body and drawer construction. Staples, screws, and T nails are not permitted for exposed surfaces.

e. For custom and premium grades, at the option of the manufacturer, construction joinery shall be as follows.

1) Dadoes or Lock Joints: plows or rabbets.

2) Doweled Joints: The dowels shall be a minimum of 8mm x 30mm with a minimum of two (2) dowels per joint. The first dowel shall be spaced a maximum of 37mm from each edge or end, and the second dowel shall be a maximum of 32mm on center from the first dowel. Subsequent dowels shall be spaced a maximum of 128mm on center. Al dowel construction shall be glued and clamped.

3) Confirmat Type Screws: Maximum of 37mm from each end with subsequent screw being spaced 28mm on center. Glue is not required with this system.

4) Lamello Type Jointing Plates: The plates shall be a maximum of two (2) inches from each edge or end to the center of the plate. Subsequent plates shall be spaced a maximum of six (6) inches on center. All joints shall be glued and clamped.

5) Mod-eez Type Fastening Systems: The fasteners shall be a maximum of 16” on center and 4” from any edge or end. They shall be fastened with 10 full thread sheet metal screws for cabinet body construction. Glue is not required with this system.

6) No exposed fastening is permitted, except for access panel.

f. Vertical or horizontal divisions shall be dadoed or tenoned into adjoining members.

2. Backs: Backs are required and shall be plywood or tempered and sealed hardboard a minimum of ¼” in thickness. Color to match interior. Backs shall be securely nailed, stapled or dadoed to the case body and intermediate members. Backs shall be rabbeted or dadoed into exposed ends unless a plant-on end is used.

Wood Anchor Strips: Suitable wood anchor strips are required and shall be a minimum of 1/2 “x 2-1/2” in thickness and provided at the top and bottom of the cabinet back.

3. Tops and Bottoms: Tops and bottoms shall be plywood with a minimum of ¾" in thickness.

4. Bases: Cabinet bases may be constructed with either separate or integral base. Continuous top-set vinyl base with formed interior and exterior corners, or integral sheet vinyl base to match adjacent room base.

I. Drawers

1. Drawer Boxes: Construct subfront sides and back with ½" minimum 7 ply Baltic Birch plywood. All corner joints at sides to subfront and back shall be lock jointed and glued together. Drawer sides, subfront and back shall be plowed to receive bottom, which shall be glued, or glue blocked to form a rigid unit. Hardwood shall have a clear factory finish. Provide drawers with metal slides as specified.

2. Drawer bottoms shall be ¼" thick sound hardwood plywood with cabinet liner on the exposed interior face.

3. Drawer finish fronts shall be ¾" plywood with plastic laminate or wood veneer finish on exposed surface and cabinet liner on interior surface. Corners shall be eased, and all four edges shall receive 3mm PVC edge with joint on bottom. Secure finish front to drawer box subfront from the inside with #12 particle board screws, 1-1/2" from each side, bottom, and top edge of front and 12" O.C. minimum horizontally for the full drawer width.

J. Doors: Cabinet doors shall be plywood core a minimum of 0.745" in thickness. The interior faces of cabinet doors including faces shelving shall be 0.030" minimum thickness high pressure thermoplastic cabinet liner. All four edges shall be banded with color to match exterior. Clear distance between doors shall be between 3/32" to 5/32", width of a nickel. Overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with eased corners, and 3mm PVC with joint hidden under hinge. Do not notch door or cabinet ends, or divisions to receive hinge.

1. Provide edge bands per paragraph 2.1.E.

2. Provide door hinges per paragraph 2.2.B.

3. Provide door pulls per paragraph 2.2.C.

4. Provide metal strike plates at all cabinet door lock locations.

5. Provide catches per 2.2.D.

6. Provide bumpers per 2.2.K.

7. Provide locks per 1.5.B.(11) and 2.2.L.

K. Cabinet Shelves: ¾" thick plywood core for spans up to 35 inches and 1" thick for spans over 35 inches and up to 48 inches, and adjustable to 1-inch centers. Comply with WIC Technical Bulletin adjustable shelf loading/deflection requirement. Do not recess metal shelf standards into the end panels, notch shelving to clear standards. Provide edge bands per Paragraph 2.1.E.

L. Finish for Toe Kick Base: To match new cabinets.

M. Visible Edges: All visible edges, exposed or semi-exposed, or ends, tops, bottoms, shelves, webs, stretchers, divisions or partitions, and top edges of drawer sides and backs, top of splash, shall be banded with one of materials listed in Paragraph 2.1.E. Only the front edges of adjustable shelves are required to be banded.

N. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements.

1. Match color, pattern, and finish as indicated by manufacturer's designations.

2. As selected by Architect from laminate manufacturer's full range in the following categories:

a. Solid colors, matte finish.

b. Solid colors with core same color as surface, matte finish.

c. Wood grains, matte finish.

d. Patterns, matte finish.

2.6 SOLID-SURFACING-MATERIAL COUNTERTOPS AND SPLASHES

A. Grade: Custom.

B. Solid-Surfacing-Material Thickness: ¾ inch.

C. Colors, Patters, and Finishes: Provide materials and products that result in colors of solid surfacing material complying with the following requirements:

1. Match color, pattern, and finish as indicated by manufacturer's designations.

2. As selected by Architect from manufacturer's full range.

D. Fabricate tops in one piece, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.

1. Fabricate tops with shop-applied edges of materials and configuration indicated.

2. Fabricate tops with loose backsplashes for field application.

E. Seal joint between countertop and splashes and between splashes and walls with sealant as specified in Division 07 "Joint Sealants."

F. Edge treatment: As indicated.

G. Drill holes in countertops for plumbing fittings and soap dispenses in shop.

2.7 SHOP FINISHING

A. Grade: Provide finishes of same grades as items to be finished.

B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.

C. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.

Back priming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces. Concealed surfaces of plastic-laminate-clad woodwork do not require back priming when surfaced with plastic laminate, backing paper, or thermoset decorative panels.

PART 3 – EXECUTION

3.1 PREPARATION

A. Before Installation, condition woodwork to average prevailing humidity conditions installation areas.

B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and back priming.

3.2 INSTALLATION

A. GRADE: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.

B. Assemble woodwork and complete fabrication at Project site comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.

C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut woodwork to fit adjoining work, refinish cut surfaces, and repair damaged finish cuts.

E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails or finishing screws for exposed fastening, countersunk, and filled flush with woodwork and matching final finish if transparent finish is indicated.

F. Cabinets: Install without distortion so doors and drawers' fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

G. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.

H. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches O.C. with No.10 wafer-head screw sized for 1-inch penetration into wood framing, blocking, or hanging strips.

I. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

J. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smoothly, remove surface scratches, and clean entire surface.

    1. Install countertops with no more than 1/8 inch in 96-inche sag, bow, or other variation from a straight line.

    2. Secure backsplashes to tops with concealed metal brackets at 16 inches O.C. and to walls with adhesive.

K. Caulk space between backsplash and wall with sealant specified in Division 07 Section "Joint Sealants."

3.3 CAULKING

All horizontal and vertical joints up 6” under sink cabinets shall be caulked with a silicone based caulking compound to provide protection in case of plumbing failure.

3.4 ANDJUSTING AND CLEANING

A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean woodwork on exposed and semi exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION

SECTION 06 6116
SOLID SURFACING FABRICATIONS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the solid surfacing fabrications as shown on the drawings and/or specified herein, including, but not limited to, the following:

1. Solid surfacing material countertops.

1.3 RELATED SECTIONS

A. Quality Requirements - Section 01 4000 for Mock-ups.

B. Architectural Woodwork - Section 06 4023.

C. Division 22 Plumbing Section.

1.4 REFERENCES

A. ASTM D 256 - Standard Test Method for Determining the Pendulum Impact Resistance of Notched Specimens of Plastics.

B. ASTM D 570 - Standard Test Method for Water Absorption.

C. ASTM D 638 - Standard Test Method for Tensile Properties.

D. ASTM D 696 - Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30 degrees C. And 30 degrees C.

E. ASTM D 785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials.

F. ASTM D 790 - Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.

G. ASTM D 785 - Standard Test Method for Rockwell Hardness of Plastics and Electrical Insulating Materials.

H. ASTM G 22 - Standard Practice for Determining Resistance of Plastics to Bacteria.

I. NEMA - National Electrical Manufacturers Association.

J. NSF - National Sanitation Foundation.

1.5 SUBMITTALS

A. Shop Drawings: Indicate dimensions, component sizes, fabrication details, attachment provisions and coordination requirements with adjacent work.

B. Samples: Submit three (3) minimum 12” x 12" samples of each type of solid surface specified. Indicate full range of color and pattern variation. Samples must have outside corner/nosing/edging as shown on drawings and fully finished as if it were the final end-product. Approved samples

will be retained as a standard for work.

C. Product Data: Indicate product description, fabrication information, and compliance with specified performance requirements.

D. Maintenance Data: Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in the project closeout documents.

1.6 QUALITY ASSURANCE

A. Applicable Standards: Standards of the following, as referenced herein:

1. American National Standards Institute (ANSI).

2. American Society for Testing and Materials (ASTM).

B. Allowable Tolerances:

1. Variation in Component Size: + 1/8".

2. Location of Openings: + 1/8" from indicated location.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver no components to project site until areas are ready for installation. Store indoors.

B. Handle materials to prevent damage to finished surfaces. Provide protective coverings to prevent physical damage or staining following installation for duration of project.

1.8 WARRANTY

A. Warranty: The manufacturer shall warrant to the Owner that the manufacturer will, at his option, repair or replace without charge, such product if it fails due to a manufacturing defect during the first 10 years after initial installation. This includes all labor charges needed to repair or replace the product covered hereunder.

PART 2 - PRODUCTS

2.1 SOLID SURFACING MATERIAL

A. Material: Cast, filled, acrylic; not coated, laminated or of composite construction, meeting ANSI Z124-1980, Type Six, and ISS FA-2.01 "Classification and Standards Publication of Solid Surfacing Material" as published by the International Solid Surface Fabricators Association (ISSFA).

B. Material shall conform to the published performance characteristics of ISSFA-2- 01.

C. Performance Standards

PROPERTY	REQUIREMENT	TEST PROCEDURE
Tensile Strength	6000 psi	ASTM D 638-84
Tensile Modulus	1.5 x 106 psi	ASTM D 638-84
Elongation	0.4% min.	ASTM D 638-84
Hardness	94	Rockwell "M" scale

	56	Barcol Impressor
Gloss (60 degree)	5-20	ANSI Z124-1980 HUD Bulletin UM-73-84
Color Stability	No change, 200 hours	NEMA LD3
Wear and Clean	Passes	ANSI Z124-1980 HUD Bulletin UM-73-84
Flammability		ASTM E 84-84a
Flame Spread	25	
Smoke Developed	25	
Class	I	
Water Absorption	24 hrs. Long Term	ASTM D 570-81
Weight (% Max.)	0.09 0.80 (1/4")	
Izod Impact	0.28 ft.-lbs./in.	ASTM D 256-084
Impact Resistance	No fracture	NEMA LD3
Sheets	1/4" slab-36" drop	1/2 lb. ball
Boiling Water Surface Resistance	No visible change	NEMA LD3
Stain Resistance	Passes	ANSI Z124-1980 HUD Bulletin UM-73-84

D. Counters: Provide 3/4" thick solid surface counters with cut-outs and without cutouts for sinks, and with integral vanity sinks, where indicated on the drawings.
   1. Edge treatment: ¼" Beveled
   2. Backsplash: Applied.
   3. Sidesplash: Applied.

E. Solid Surface Schedule: (Basis of Design)
   SS-2 Manufacture: Corian or approved equal by Wilsonart or Formica.
   Color: Per approved drawings material schedule.
   Thickness: ¾," see details on approved drawings.

F. Counters shall be adhesively joined with no exposed seams, having edge details shown on drawings.

G. Finish:
   1. Provide a surface with a uniform finish
      a. Matte: Gloss range of 5-20.

2.2 ACCESSORY PRODUCTS

A. Joint Adhesive: Manufacturer's standard two-part adhesive kit to create inconspicuous, non-porous joints.

B. Adhesive: Manufacturer's standard neoprene-based adhesive meeting ANSI A146.1-1967 and UL listed.

C. Sealant: Manufacturer's standard mildew-resistant, FDA/UL recognized silicone sealant in colors matching components.

2.3 FABRICATION

A. Fabricator must be approved by the solid surfacing material manufacturer.

B. Factory fabricates components exactly to sizes and shapes indicated, in accordance with approved shop drawings. Contractor shall verify in the field all installation conditions, prior to fabrication.

C. Form joints between components using manufacturer's standard joint adhesive; without conspicuous joints. No joints or seams will be permitted other than those shown on the approved shop drawings, unless specifically approved by the Architect.

D. Provide factory cutouts for plumbing fittings and accessories as indicated on the drawings.

E. Cut and finish component edges with clean, sharp returns. Route radii and contours to template. Repair or reject defective and inaccurate work.

F. Provide all custom sizes, shapes, curves, configurations, reveals, and edgings as called for and shown on the drawings in the dimension and thicknesses noted.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install components plumb and level, scribed to adjacent finishes, in accordance with approved shop drawings and product installation data.

B. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Keep components and hands clean when making joints.

C. All surfaces, other than those surfaces that are the mounting/gluing surfaces, must be fully polished to match the finished face of all components. Unfinished surfaces will be rejected.

D. Final finished surfaces must be fully and evenly polished with manufacturers’ recommended finishing products. Unfinished surfaces will be rejected.

E. Keep components and hands clean during installation. Remove adhesives, sealants, and other stains. Keep clean until Date of Substantial Completion. Replace stained components.

F. Protect surfaces from damage until Date of Substantial Completion. Repair work or replace damaged work that cannot be repaired to Architect's satisfaction.

END OF SECTION

SECTION 07 0150
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Roof tear-off.
2. Temporary roofing membrane.
3. Roof replacement preparation.

1.3 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.

C. Roof Tear-Off: Removal of existing membrane roofing system from deck.

D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

E. Existing to Remain: Existing items of construction that are not indicated to be removed.

F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer

B. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.

C. Schedule of Re-Roofing Preparation Activities: Indicate the following:

1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination of Owner's continuing occupancy of portions of existing building.

1.7 QUALITY ASSURANCE

A. Reroofing Conference: Conduct conference at Project site.

1. Meet with Owner; Architect; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.

2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:

a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.

b. Temporary protection requirements for existing roofing system that is to remain during and after installation.

c. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.

d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

e. Existing deck removal procedures and Owner notifications.

f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.

g. Structural loading limitations of deck during reroofing.

h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.

i. Existing conditions that may require notification of Architect before proceeding.

1.8 PROJECT CONDITIONS

A. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

C. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

PART 2 - PRODUCTS

2.1 INFILL MATERIALS

A. Use infill materials matching existing membrane roofing system materials unless otherwise indicated.

2.2 TEMPORARY ROOFING MATERIALS

A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.3 TEMPORARY ROOF DRAINAGE

A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

A. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

B. Roof Drain Protection: Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter or under existing membrane roofing system components that are to remain.

3.2 ROOF TEAR-OFF

A. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.

B. Roof Tear-Off: Remove existing roofing membrane, insulations, flashings, and other membrane roofing system components down to the deck.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of membrane roofing system.

B. Roof Deck: If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.

1. Unsuitable Deck: If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 TEMPORARY DISPLACEMENT OF ROOFTOP EQUIPMENT

A. Temporary displacement of mechanical units:

1. If mechanical units are to be temporarily displaced, shut off all affected electrical, plumbing and gas lines and disconnect all electrical, plumbing, gas lines and ventilation ducts where required to allow for lifting mechanical units prior to roof removal work. All disconnection of plumbing, gas lines, electrical conduit and ventilation ducts are to be performed by a licensed mechanical/electrical contractor. Coordinate all disconnections with the Owner
2. Lift units in a manner that will not cause damage to the mechanical unit, mechanical unit components or structural deck.
3. Prior to leaving the site, return units to their original position, resulting in a watertight condition.
4. Ensure mechanical units are returned to their previous operational condition prior to leaving the site.

B. Temporary displacement of gas lines, conduit, junction boxes and condensate lines:

1. Temporarily displace gas lines, conduit, junction boxes, condensate lines or other items that may interfere with roof replacement work. Any necessary disconnection of gas lines, conduit and junction boxes is to be performed by a licensed mechanical/electrical contractor as applicable to the work being performed. Coordinate all disconnections with the Owner.

C. After completion of work, reinstall any mechanical units that have been temporarily displaced. Reconnect all electrical, plumbing, gas lines and ventilation ducts where required. All reconnection of plumbing, gas lines, electrical conduit and ventilation ducts is to be performed by a licensed mechanical/electrical contractor. Coordinate all reconnections with the Owner.

D. After completion of work, reconnect any gas lines, conduit and/or junction boxes have been disconnected. Reconnection of gas lines, conduit and/or junction boxes is to be performed by a licensed mechanical/electrical contractor as applicable to the work being performed. Coordinate all reconnections with the Owner.

3.5 TEMPORARY ROOFING MEMBRANE

A. Install approved temporary roofing membrane over area to be reroofed.

B. Remove temporary roofing membrane before installing new roofing membrane.

3.6 DISPOSAL

A. Collect demolished materials and place them in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

1. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION

SECTION 07 2100
BUILDING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Batt Insulation in ceiling construction.
   2. Vapor retardant.
   3. Air infiltration seal.

B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
   2. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
   3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. Federal Specifications (FS):
   1. FS HH-I-1972/GEN - Insulation Board, Thermal, Faced, Polyurethane or Polyisocyanurate.

1.3 SUBMITTALS

A. Division 1 - Submittals: Procedures for submittals.
   a. Product Data: Indicate product characteristics, performance criteria, and limitations.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Conform to insulation flame spread and smoke developed requirements of local authority having jurisdiction.

B. Certification: For projects California provides Products certified by manufacturer that meet California Quality Standards for Insulating Materials.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.

B. Protect insulation from moisture, soiling and other damaging items.

C. Store in dry location protected from sunlight.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Resource Management:
   1. Recycled Content: Provide fiberglass insulation manufactured from minimum 30 percent recycled glass.

B. Environmental Impact:
   1. Only Greenguard indoor air quality certified products will be permitted.
   2. Chlorofluorocarbons (CFCs): Products and equipment requiring or using CFCs during the manufacturing process will not be permitted.

PART 2 - PRODUCTS

2.1 BATT INSULATION

A. Manufacturers:
   1. Johns Manville Corporation, Denver, Co (800) 654-3103.
   2. Knauf Fiberglass, Shelbyville, IN (317) 398-4434, (800) 825-4434.
   3. Owens-Corning Fiberglass Corporation, Toledo, OH (419) 248-8000, (800) 438-7465.
   4. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.

B. Materials: Fiberglass insulation manufactured from minimum 30 percent recycled glass.
   1. Unfaced Glass Fiber: ASTM C 665, Type I, unfaced. Thermal resistance R-value as indicated on Drawings.
   2. Faced Glass Fiber: ASTM C 665, Type III, Class A, with reflective covering one side. Thermal resistance R-value as indicated on Drawings.

2.2 VAPOR RETARDANT

A. ASTM D 4397, 6 mils thick, maximum permeance rating of 0.13 perm.

B. Vapor Retardant Tape: Pressure-sensitive type recommended by vapor retardant manufacturer for sealing joints and penetrations in vapor retardant.

2.3 AIR INFILTRATION SEAL

A. Manufacturer:
1. Tenneco Building Products, Smyrna, GA (800) 241-4402.
2. DuPont, Wilmington, DE (800) 448-9835.
3. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.

B. Materials: One of the following two types of materials:
1. 15-pound, type 1, grade D, 10-minute unperforated asphalt saturated organic felt in accordance with ASTM D22.
2. Coated, cross-woven polyethylene or polypropylene fabric:
   a. Tenneco: Amowrap Housewrap.
   b. DuPont: Tyvek Housewrap.
   c. Air Infiltration Seal Tape: Pressure sensitive type recommended by vapor retardant manufacturer for sealing joints and penetrations in air infiltration seal.

2.4 ACCESSORIES

A. Tape: Polyethylene or polyester self-adhering type; 2 inches (5.08 cm) wide.

B. Adhesive: Waterproof type, acceptable to manufacturer of insulation board.

C. Wire Mesh: Galvanized steel, hexagonal wire mesh.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
1. Batt Insulation:
   a. Verify adjacent materials are dry and ready to receive installation.
   b. Verify mechanical and electrical services within walls have been installed and tested.

C. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the client/city.

3.2 INSTALLATION - BATT INSULATION

A. Install batt insulation in accordance with manufacturer's instructions, without gaps or voids.

B. Trim insulation neatly to fit spaces. Use batts free of damage. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation.

C. Install insulation with factory applied membrane facing warm side of building spaces. Lap ends and side flanges of membrane. Attach insulation in place to framing; tape seal butt ends and lapped side flanges. Tape seal tears or cuts in membrane.

3.3 INSTALLATION - VAPOR RETARDANT AIR INFILTRATION SEAL

A. Install vapor retardant air infiltration seal over entire building exterior walls and adjacent surfaces

B. Seal vertical joints over framing by lapping minimum 2 stud spaces. Fasten to framing at top, end, and bottom edges; at perimeter of wall openings; and at lap joints.

C. Seal joints caused by pipes, conduits, electrical boxes, and similar items with manufacturer's sealing tape. Seal penetrations airtight.

END OF SECTION

SECTION 07 2719
PLASTIC SHEET AIR BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanically attached permeable flexible plastic sheet air barriers.

2. Flexible flashing of openings, penetrations, joints, and terminations of exterior walls and taping of seams.

B. Related Requirements:

1. Section 06 1000 - Rough Carpentry.

2. Section 07 6000 – Flashing and Sheet Metal.

3. Section 07 9200 – Joint Sealants.

4. Section 08 4113 - Aluminum Entrances and Storefronts.

5. Section 09 2400 – Portland Cement Plastering and Metal Lath.

1.2 REFERENCES

A. ASTM International:

1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

2. ASTM E1677 - Standard Specification for an Air Barrier (AB) Material or System for Low-Rise Framed Building Walls.

3. ASTM E2178 – Standard Test Method for Air Permeance of Building Materials.

B. International Code Council (ICC):

1. ICC-ES Evaluation Reports.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's product data for each material and component proposed for installation.

B. Shop Drawings: Dimensioned plans and elevations indicating:

1. Complete information as to size and location of openings, sleeves, conduits, ducts, boxes, inserts, attachments, and structural interferences.

2. Layout of air barrier showing sheet lapping, cutting, flashing, and taping, with references to enlarged details.

C. Installation Instructions: Submit detailed manufacturer's installation instructions.

D. Material Samples: Submit minimum 8-1/2-inch by 11-inch samples of air barrier, and 12 inch long flashing.

E. Test Reports: Submit Test Reports showing performance characteristics equaling or exceeding those specified.

F. Evaluation Reports: Submit ICC-ES Evaluation Report demonstrating conformance of plastic sheet air barrier to CBC 1404.2, for use as water-resistive barrier.

G. Qualification Statements:

1. Installer: Statement from plastic sheet air barrier manufacturer indicating installer is approved, certified, or has been trained for the installation of their products.

H. Commissioning Services Provider (CxSP) will review the Submittals of this Section as part of the Commissioning of Thermal and Moisture Protection.

1.4 QUALITY ASSURANCE

A. Manufacturer:

1. Plastic sheet air barrier components and accessories shall be from a single source.

2. Manufacturer shall have a minimum of five years of continued experience in the manufacture of the specified products.

B. Installer:

1. Minimum five years in the installation of air/weather barriers.

2. Trained or certified by manufacturer for the installation of their products.

C. Mock-up: Refer to Section 09 2423, Cement Plaster and Metal Lath.

D. Pre-Installation Conference: CONTRACTOR shall coordinate and conduct pre-installation conference, Project Meetings, to review the progress of construction activities related to the installation of plastic sheet air barrier. In addition to the conference attendees listed in Division 01, plastic sheet air

barrier installer and manufacturer technical representative shall attend pre-installation conference.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the job site in undamaged and original packaging.

B. Store materials in a clean, dry, protected location and within temperature range required by plastic sheet air barrier manufacturer. Protect stored materials from direct sunlight.

C. Handle materials in accordance with Manufacturer's recommendations.

1.6 WARRANTY

A. Provide a ten-year manufacturer's standard material warranty for replacement of plastic sheet air barriers that fail due to material defects.

B. Installation Warranty: Provide a two-year installation warranty for the plastic sheet air barrier, including accessories, against loss of water-tight seal and loss of attachment.

C. Warranty shall start on the day of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Manufacturer and Products:

1. DuPont (E. I. du Pont de Nemours and Company): Tyvek CommercialWrap.

2. Polymer Group Inc., TyparMetroWrap.

3. Equal.

B. Properties:

1. Plastic sheet air barrier shall be Type I in accordance to ASTM E1677.

2. Air Permeance: shall not exceed 0.004 cfm/ft^2, under a pressure differential of 0.3 in w.g. (1.57 psf) (0.02 L/m^2 at 75 Pa), when tested in accordance with ASTM E2178.

3. Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance to ASTM E84.

2.2 MISCELLANEOUS MATERIALS

A. Flashing: Self-adhesive butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

1. DuPont (E. I. du Pont de Nemours and Company); FlexWrap and StraightFlash.

2. Polymer Group Inc.; Flashing Flex and Flashing AT.

3. Equal.

B. Fasteners: Manufacturer approved fasteners.

C. Tape: Three-inch-wide seam tape. Pressure-sensitive plastic tape recommended by air barrier manufacturer for sealing joints and penetrations in air barrier.

D. Sealants and Adhesive Primers: Compatible with plastic sheet air barrier and flashings system and approved by OWNER's Office of Environmental Health and Safety (OEHS).

1. Sealant: Dow Corning 732.

2. Spray Adhesive: Design Polymerics DP77.

3. Equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas and conditions under which plastic sheet air barrier will be installed.

B. Verify that substrate to receive air barrier has been completed and inspected before commencement of work.

C. For the installation of flashing and tape, surface shall be smooth, clean, dry, and free from voids, loose substrate, protrusions, or any material that would hinder adhesion.

3.2 INSTALLATION

A. Install plastic sheet air barrier in accordance to manufacturer's installation guidelines, providing continuity throughout exterior walls. Install plastic sheet air barrier with drainage plane surface pattern in vertical position for proper drainage.

B. Install plastic sheet air barrier starting from the bottom of the building up to ensure proper overlapping of vertical and horizontal seams. Upper layer of

plastic sheet air barrier shall overlap bottom layer by a minimum of six inches. Plastic sheet air barrier shall extend over the weep screed by two inches and be taped down.

C. Secure plastic sheet air barrier by fastening into studs at 12 to 18 inches on center vertically.

D. Unroll plastic sheet air barrier directly over windows and doors rough openings. Do not install fasteners within six inches of the sills and jambs of the openings and within nine inches of the header, plastic sheet air barrier shall be fastened at these locations during flashing installation.

E. Horizontal joints shall be overlapped a minimum of six inches with upper courses overlapping lower courses in water-shedding fashion. Vertical seams shall be overlapped a minimum of six inches. Overlap corners of building a minimum of 12 inches.

F. Tape vertical and horizontal seams using adhesive tape recommended by manufacturer. Seal tears and cuts with adhesive tape as recommended by manufacturer.

G. Place patch or strip of self-adhered flashing over plastic sheet air barrier where base plates, metal channels, z-girts, or other hardware will be installed.

3.3 FLASHING

A. Cut air barrier from door and window openings along jambs and sill. Cut a header flap at 45 degree angle to expose eight inches of plastic sheet air barrier to allow for head flashing installation. Install sill flashing per manufacturer instructions, overlapping up the jambs a minimum of six inches on each side.

B. Wrap flashing around interior jamb, wall face and exterior jamb, overlapping the vertical portion of the sill flashing by at least two inches.

C. Adhere flashing to the head following manufacturer’s instructions. Flashing shall wrap jamb flashings by a minimum of two inches.

D. Flash piping, conduit, duct and similar penetrations through walls, and flashing ledgers and sills as recommended by manufacturer.

3.4 FIELD QUALITY CONTROL

A. Manufacturer’s technical representative shall inspect the work and submit a statement indicating that the installation has been done in conformance to manufacturer’s installation instructions.

3.5 CLEANING

A. Remove rubbish, debris, and waste material and legally dispose of off the Project site.

3.6 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 07 5419
POLYVINYL-CHLORIDE (PVC/TPA) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Mechanically-fastened thermoplastic PVC/TPA roofing system on wood deck, including:

2. Substrate board.

3. Walkway material.

1.3 DEFINITIONS

A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.

1. Base flashings and membrane terminations.

a. Indicate details meet requirements of NRCA required by this Section.

2. Cricket layout, including slopes.

3. Fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples for Verification: For the following products:

1. Sheet roofing, including T-shaped side and end lap seam.

2. Walkway pads or rolls.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Product Certificate: Submit letter, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.

B. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.

1. Include letter from Manufacturer written for this Project indicating approval of Installer.

C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.

E. Warranties: Unexecuted sample copies of special warranties.

F. Inspection Reports: Daily reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.

1.6 INFORMATIONAL SUBMITTALS

A. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems identical to that specified for this Project, with minimum five years’ experience in manufacture of specified products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

    a. Product data, including certified independent test data indicating compliance with requirements.

    b. Samples of each component.

    c. Sample submittal from similar project.

    d. Project references: Minimum of five installations of specified products not less than five years old, with City and Architect contact information.

    e. Sample warranty.

2. Approved manufacturers must meet separate requirements of Submittals Article.

C. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:

    1. An authorized full-time technical employee of the manufacturer.

    2. An independent party certified as a Registered Roof Observer by the Roof Consultants Institute, retained by the Contractor or the Manufacturer and approved by the Manufacturer.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products.

E. Pre-installation Roofing Conference: Conduct conference at Project site.

    1. Meet with City, Architect, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

    2. Review drawings and specifications.

    3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.

4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.

6. Review structural loading limitations of roof deck during and after roofing.

7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.

8. Review temporary protection requirements for roofing system during and after installation.

9. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.

2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.

3. Remove temporary plugs from roof drains at end of each day.

4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

A. Warranty, General: Warranties specified shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Manufacturer's Warranty: Manufacturer's standard or customized form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Manufacturer's warranty includes roofing membrane, base flashings, fasteners, roofing membrane accessories and other components of roofing system specified in this Section.

2. Warranty Period: 20 years from date of Substantial Completion.

C. Installer's Warranty: Submit roofing Installer's warranty, covering the Work of this Section and related Sections indicated above, including all components of membrane roofing such as single ply roofing membrane, base flashing, fasteners, cover boards, substrate boards, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

D. Manufacturer Inspection and Preventive Maintenance Requirement: By manufacturer’s technical representative, to report maintenance responsibilities to City necessary for preservation of City’s warranty rights. The cost of manufacturer's annual inspections and preventive maintenance is included in the Contract Sum. Inspections to occur in Years 2, 5, 10 and 15 following completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Manufacturer/Product: The roof system specified in this Section is based upon products of Tremco, Inc., Beachwood, OH, (800) 562-2728, www.tremcoroofing.com that are named in other Part 2 articles.

B. Approval of Other Manufacturers and Comparable Products: Submit in accordance with project substitution requirements, within time allowed for substitution review.

C. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.

1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.

2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.

C. Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:

1. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.

2. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.

D. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials

by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

E. Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

2.3 THERMOPLASTIC MEMBRANE MATERIALS

A. Thermoplastic PVC/TPA sheet, ASTM D4434 Type IV internally fabric reinforced, Energy Star qualified, CRRC listed, and California Title 24 Energy Code compliant.

1. Basis of design product: Tremco, TPA Roof Membrane.

2. Tensile Strength at 0 deg. F (-18 deg. C), minimum, ASTM D 6509: 300 lbf/in (52 kN/m).

3. Tear Strength at 77 deg. F (25 deg. C), minimum, ASTM D 6509: 100 lbf (440 N).

4. Elongation at 0 deg. F (-18 deg. C), minimum at fabric break, ASTM D 6509: 25 percent.

5. Minimum Thickness, nominal, ASTM D 751: 60 mils (1.5 mm).

6. Exposed Face Color: White.

7. Reflectance, ASTM C 1549: 86 percent.

8. Thermal Emittance, ASTM C 1371: 0.86.

9. Solar Reflectance Index (SRI), ASTM E 1980: 108.

10. Recycled Content, minimum: 25 percent preconsumer.

B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, and color as PVC/TPA sheet membrane.

2.4 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

B. Flashing Sheet Bonding Adhesive:

1. Elastomeric low-VOC solvent-based contact-type adhesive for bonding TPA non-fleece-backed single ply membranes and flashings to substrates.

    a. VOC, maximum, ASTM D 3960: <200 g/L.

C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.

D. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.

E. Coping and Fascia Cover: 24-guage aluminum-zinc alloy coated steel, class AZ50 coating designation, grade 50, prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

F. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.

G. Termination Joint Sealant: Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.

H. Miscellaneous Accessories: Provide pourable sealers, preformed cone, and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.5 SUBSTRATE BOARDS

A. Glass-mat-faced gypsum panel, ASTM C1177/C 1177M.

1. Thickness: 1/4 inch.

B. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

2.6 WALKWAY MATERIALS

A. Rubber Blocks: 100% rubber blocks with steel channels and reflective strips designed for supporting conduit.

B. Walkway roll, reinforced PVC/TPA membrane roll with serrated slip-resistant surface, fabricated for heat welding to compatible PVC/TPA membrane surface.

1. Basis of design product: Tremco, TPA Walkway Roll.

2. Roll Size: 36 inches by 60 foot (914 mm by 18.3 m).

3. Thickness: 0.08 inch (2 mm).

4. Color: Grey.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.

2. Wood Roof Deck: Verify that wood deck is securely fastened with no projecting fasteners and with no adjacent units in exc ess of 1/16 inch (1.6 mm) out of plane relative to adjoining deck.

3. Existing Prepared Roof Substrate: Verify that existing insulation and substrate is sound and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSTALLATION, GENERAL

A. Install roofing system in accordance with manufacturer’s recommendations.

B. Install blocking and nailers. Perimeter nailers must match height of cricket material.

C. NRCA Installation Details: Install roofing system in accordance with the following NRCA Manual Plates and NRCA recommendations:

1. Perimeter Edge, Embedded Edge: Plate TP-4.

2. Curb Detail at Rooftop HVAC Units, Premanufactured: Plates TP-13.

3. Curb Detail at Rooftop HVAC Units, Job-Built, Wood: Plate TP-14.

4. Penetration, Sheet Metal Enclosure: Plate TP-16.

5. Penetration, Stack Flashing: Plate TP-18.

6. Penetration, Plumbing Vent: Plate TP-20.

7. Penetration, Plumbing Vent, Premanufactured Boot: Plate TP-20A.

8. Roof Drain: Plate TP-27.

9. Base Flashing at Through-wall Scupper: Plate TP-28.

10. Base Flashing at Overflow Scupper: Plate-29.

11. Gutter at Draining Edge: Plate TP-30.

12. Guide for Clearances between Pipes / Walls / Curbs – Table 4.

13. Guide for Crickets and Saddles – Table 5.

3.4 SUBSTRATE BOARD

A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.

1. Secure substrate board using a minimum of 8 mechanical fasteners per sheet.

2. Adhere substrate board in Low Rise Foam Insulation Adhesive to decking where fasteners will be visible on the underside of the decking.

3.5 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.

1. Install sheet according to ASTM D 5082.

B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.

C. Accurately align membrane roofing, maintain uniform side, and end laps of minimum dimensions required by manufacturer. Stagger end laps.

D. Mechanically fasten securely at terminations, penetrations, and perimeter of roofing.

E. Adhere membrane to substrate board over deck areas where mechanical fasteners will be visible on the underside of the decking.

F. Apply membrane roofing with side laps shingled with slope of roof deck where possible.

G. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.

2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.6 FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing. Install umbrellas to counter flash.

D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

E. Install raised edge metal system with fascia metal covering new wood nailers. Cover edge metal with metal matching fascia metal.

F. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.7 WALKWAY INSTALLATION

A. Flexible Walkways: Install walkway products surrounding serviceable equipment and in a continuous path from roof access points. Heat weld walkway products to substrate according to roofing system manufacturer's written instructions.

B. Install rubber blocks under pipe/conduits sitting on the roof. Loosely clamp conduit to unistrut channel and install an oversized walkway section under block.

1. Support lines every 8 feet on pipe runs along with support on each side of every union, junction, and direction change.

3.8 FIELD QUALITY CONTROL

A. Roofing Inspector: City has the option to engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.

B. Roofing Inspector: Contractor shall engage a qualified roofing inspector for daily inspections for the duration of the project to perform roof tests and inspections and to prepare start up, interim, and final reports. Roofing Inspector's quality assurance inspections shall comply with criteria established in ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."

C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

D. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

E. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and City.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07 6000
FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sheet metal flashings in connection with roofing.

2. Reglet and counter flashing assemblies.

3. Miscellaneous metal flashing and counter flashing as required, except where provided under Divisions 22, Plumbing, 23, HVAC, or 26, Electrical.

4. Metal edging.

5. Drip flashings.

6. Roof pipe flashings.

7. Other sheet metal items, not necessarily specified herein or in other sections, but required to prevent penetration of water into building.

B. Related Requirements:

1. Division 01 - General Requirements.

4. Section 07 5419 – Polyvinyl-Chloride PVC-TPA Roofing.

10. Section 07 9200 - Joint Sealants.

12. Division 8 - Openings.

14. Division 22 – Plumbing.

15. Division 23 - HVAC.

16. Division 26 - Electrical.

1.2 SUBMITTALS

A. Shop Drawings: Submit for fabricated sheet metal indicating shapes, details, methods of joining, anchoring, and fastening, thicknesses and gages of metals, concealed reinforcement, expansion joint details, sections, and profiles.

B. Samples: Submit Samples for materials or assemblies as requested.

C. Product Data: Submit brochures of manufactured items.

1.3 QUALITY ASSURANCE

A. Drawings and requirements specified govern. Provide the Work of this section in conformance with the Architectural Sheet Metal Manual published by SMACNA for conditions not indicated or specified and for general fabrication of sheet metal items.

B. Materials shall conform to following standards:

1. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.

2. ASTM A653 - Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

3. ASTM B370 - Copper Sheet and Strip for Building Construction.

C. Pre-installation Meetings: Refer to Division 07 roofing sections as appropriate. Attend the pre-installation and inspection meetings for roofing Work.

1.4 DELIVERY, STORAGE AND HANDLING

A. Do not install bent or otherwise damaged materials.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Galvanized Sheet Steel: ASTM A653, coating designation G90, hot-dip galvanized.

B. Fastenings:

1. Galvanized Steel: Nails, rivets, and other fastenings furnished in connection with galvanized sheet steel Work shall be sealed with rust resistive coating. Rivets shall be tinned. Nails and other fastenings shall be zinc-coated.

C. Soldering Flux: Raw muriatic acid for galvanized steel; rosin for tin, lead, and tinned copper; non-corrosive soldering salts for uncoated copper and acid-type flux formulated for soldering stainless steel.

D. Solder: ASTM B32, Grade 5A, composed of 95-5 tin-antimony. Name of product manufacturer and grade designation shall be labeled, stamped, or cast onto each coil or bar.

2.2 FABRICATION

A. General:

1. Accurately form sheet metal Work to dimensions and shapes indicated and required. Cope finish molded and brake metal shapes with true, straight, sharp lines and angles and, where intersecting each other, to a precise fit. Unless otherwise specified, all galvanized sheet steel shall be 22 gage. Exposed edges of sheet metal shall have a ½ inch minimum hemmed edge.

2. Soldering of sheet steel or copper shall be performed with well-heated copper soldering iron or soldering torch, joints full flowing, neat and consistent. Fill joint completely with solder. Clean materials at joints before soldering, and tin coppers before

soldering. Exposed soldering on finished surfaces shall be scraped smoothly. Lock seam work shall be fabricated flat and true to line and soldered along its entire length. Acid-fluxed Work shall be neutralized after fabrication.

3. Form and install sheet metal Work to provide proper allowances for expansion and contraction, without causing undue stresses in any part of completed Work. Installation shall be water and weathertight.

B. Reglet Type Counterflashing: Where roof encounters vertical surfaces, provides counterflashing. Set top of counter flashing 8 inches above roof deck unless otherwise indicated and extend down at least 5 inches or to top of cant strip. Counterflashing and Reglet shall be 22 gage galvanized sheet steel. Lap counter flashing and Reglet 3 inches minimum at splices and miter at angles or supply special metal corner fittings. Reglet and method of securing flashing shall be so constructed that flashing is firmly locked in place but may be readily removed for replacement.

C. Roof Expansion Joint Covers: Fabricate of 22 gage galvanized sheet steel, as detailed. One side of joint shall be zee shaped, with 3-inch standing leg extended over the joint and turned down. The other side shall be box shaped, fabricated to extend over the joint, over the standing leg, and turn down to form a water barrier. Prefabricated bellows type joint covers are not permitted.

D. Miscellaneous Flashing: Unless otherwise indicated, miscellaneous flashing shall be fabricated of galvanized steel. Exterior doors and windows, unless covered by overhangs shall be provided with 22 gage galvanized steel drip flashing as detailed. At wood construction, nail flashing to framing before paper backed lath is installed.

E. Roof Pipe Flashings: Provide PVC flashings or prefabricated welded or seamless flashings.

PART 3 - EXECUTION

3.1 PREPARATION

A. Concrete and masonry materials in contact with sheet metal shall be painted with alkali resistant coating, such as heavy-bodied bituminous paint. Wood in contact with sheet metal shall be painted with two coats of aluminum paint or one coat of heavy-bodied bituminous paint.

3.2 INSTALLATION

A. General: Coordinate with installation of underlayment indicated in the Drawings and specified in Section 09 2423.

B. Reglets: Install reglets at constant height above cant or as indicated. Provide minimum 3-inch lap at end splices of regrets. Seal laps watertight.

C. Counterflashing:

1. Install at constant horizontal elevation across roof slope and slope at constant height above cant or as indicated.

2. Provide minimum 3-inch lap at all end splices of counterflashing.

D. Galvanized sheet steel parapet coping and flashing shall be continuous over top of parapet to form a watertight cap, with waterproof seams at approximately 10 feet on center, or as indicated. Anchor coping to outside of wall with a continuous cleat face nailed at 24-inch centers. Coping shall be fastened on inside wall with hex head screws and bonded sealing washers through oversized holes in the back of the coping. Corners and angles shall be lapped and soldered; do not install joint sealant.

3.3 TESTING

A. Perform field water testing to demonstrate installation is watertight. Continue testing with a continuous hose stream applied at base of installation for at least 30 minutes. If leaking is observed, discontinue test and repair installation, then test until satisfactory results are obtained.

3.4 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.5 CLEANING

A. Remove rubbish, debris, and waste materials and legally dispose of them off the Project site.

END OF SECTION

SECTION 07 6207
SHEET METAL FOR PVC ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements related to sheet metal fabrication and installation related to fully-adhered Polyvinyl Chloride (PVC) roofing.

1.2 RELATED SECTIONS

A. Section 01 3300 – Submittal Procedures

B. Section 01 6000 – Product Requirements

C. Section 02 4100 – Roof Removal and Substrate Preparation

D. Section 07 5419 – Polyvinyl-Chloride PVC-TPA Roofing

E. Section 07 9201 – Sealants for Roof Replacement

F. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.3 REFERENCES

A. Reference standards of the following sources are applicable to products and procedures specified in Part 2 - Products and Part 3 – Execution of this Section:
   1. American Society for Testing and Materials (ASTM)
      a. ASTM A 653/653M – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
   2. American National Standard Institute (ANSI)
   3. Factory Mutual Global (FM)
   4. National Roofing Contractors Association (NRCA)
   5. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).
      a. SMACNA Architectural Sheet Metal Manual, 6th Edition
   6. Single Ply Roofing Industry (SPRI)
      a. ANSI/SPRI/FM 4435/ES-1 – Wind Design for Edge Systems Used with Low Slope Roofing Systems.

1.4 SUBMITTALS

A. Prior to the start of work, submit the following to the Owner for approval:
1. Product submittals required within Section 01 3300.

B. Refer to Section 01 3300 for procedural requirements related to the submittal process.

1.5 QUALITY ASSURANCE PROCEDURES

A. Applicator Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive a manufacturer's warranty. Company shall have a minimum of 5 years documented experience certified by roofing system manufacturer.

B. Single Source Responsibility: Roofing system materials and components shall be supplied and warranted by roofing system manufacturer for specified roofing system and shall be in compliance with specified regulatory requirements.

C. Examine the technical specifications and drawings. Verify all dimensions, detail conditions, roof plan notes and existing site conditions that may affect the work. Verification of existing dimensions and site conditions is the responsibility of the Contractor. No additional compensation will be considered for failure to verify existing dimensions, detail conditions, roof plan note callouts, and existing site conditions.

D. Upon examination, if conflicts between the technical specifications and drawings, and those of federal, state, or local regulatory agencies, the product manufacturer, industry roofing standards, or Owner-mandated requirements are discovered, notify the Owner immediately for resolution.

E. During work, if conditions are discovered which do not allow for continuation of the work per the technical specifications and drawings, notify the Owner immediately for resolution.

1.6 DELIVERY, STORAGE AND HANDLING

A. Refer to Section 01 6000 for transport, handling, storage, and product requirements.

B. Deliver materials in manufacturer's original containers, dry, undamaged, seals and labels intact.

C. Store materials in weather protected environment, clear of ground and

moisture. Protect foam insulation from direct sunlight exposure. Store roll materials standing on end.

D. Protect adjacent materials and surfaces against damage from roofing work. Do not store materials on previously completed roofing.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not perform work during inclement weather. Refer to product manufacturer for outdoor temperature requirements for installation of materials. Do not install materials at times when the outdoor temperature does not fall within the minimum/maximum temperature requirements of the manufacturer.

B. Cold weather precautions:
1. NOTE: Do not install sealants, adhesives, primers, and pressure-sensitive flashings associated with sheet metal flashing at temperatures below 40°F (5°C).
2. When the outside temperature is forecast to fall below 40°F (5°C), store unused materials in a heated location. Remove these materials only when ready for installation. Sealants, adhesives, primers, and pressure-sensitive flashings should be maintained at a temperature of 40°F (5°C), minimum, at all times. Do not use sealants, adhesives or primers that develop a gelled or lumpy texture to them. Return these materials to a heated location.
3. Be aware of potential condensation formation on the PVC roof surface during application/flash-off of adhesives and primer. Remove condensation using a heat gun prior to adhesion to the insulation or cover board substrate. Do not use an open flame to remove condensation from the roof membrane or flashing materials.
4. Refer to the PVC roofing manufacturer and NRCA requirements and recommendations for additional cold weather application recommendations and restrictions.

C. Material Safety Data Sheets (MSDS) of all specified products shall remain on site for the duration of this project.

PART 2 – PRODUCTS

2.1 SHEET METAL ACCESSORIES

A. Perimeter edge metal flashing system: Perimeter edge sheet metal flashing system consisting of a continuous inner clip and outer fascia piece, designed in accordance with the requirements of ANSI/SPRI/FM

4435/ES-1.

1. Inner clip/retention system and continuous cleats associated with perimeter edge metal flashing systems: Galvanized steel, 20-gauge, ASTM A 653/653M; G-90, maximum section length of 10-feet.
2. Fascia piece/gravel stop associated with perimeter edge metal flashing systems: PVC-coated prefinished galvanized steel, 24-gauge, maximum section lengths of 10-feet; color as selected by the Owner.

B. Perimeter parapet cap metal flashing system: Parapet cap sheet metal flashing system consisting of a continuous inner clip and outer fascia piece, designed in accordance with the requirements of ANSI/SPRI/FM 4435/ES-1.

1. Inner clip/retention system and continuous cleats associated with perimeter edge metal flashing systems: Galvanized steel, 20-gauge, ASTM A 653/653M; G-90, maximum section length of 10-feet.
2. Parapet cap associated with perimeter parapet cap metal flashing systems: Prefinished galvanized steel, 24-gauge, with Kynar 500 coating, maximum section lengths of 10-feet; standard prefinished color as selected by the Owner.

C. Interior parapet caps, area divider caps, expansion joint covers, curb caps, and fascia extensions: Prefinished galvanized steel, 24-gauge, with Kynar 500 coating, maximum section lengths of 10-feet; standard prefinished color as selected by the Owner.

1. Continuous cleats associated with prefinished aluminum cap and fascia extension installation: Galvanized steel, 20-gauge, ASTM A 653/653M; G-90, maximum section length of 10-feet.

D. Reglet-mounted, surface-mounted and slip counter flashings: Prefinished galvanized steel, 24-gauge, with Kynar 500 coating, maximum section lengths of 10-feet; standard prefinished color as selected by the Owner.

E. Pitch pans:

1. Pitch pans: PVC-coated sheet metal, 24-guage minimum thickness, or pre-fabricated pitch pan approved by the roofing membrane manufacturer. Fabricate to dimensions shown on drawings, with a minimum 4-inch depth and other dimensions to be kept to the minimum size necessary to provide a 2-inch clearance on all sides from the penetration.
2. Tubular penetration hoods and pitch pan covers: Stainless steel, 22-guage. Solder all seams and laps watertight. Fabricate to dimensions shown on drawings.

F. Miscellaneous sheet metal accessories:
   1. For terminating flashing: Anchor bar: 1-inch x 1/8-inch extruded aluminum with slotted holes spaced 6 inches o.c.
   2. For securement of tubular penetration flashings and sheet metal hoods at tubular penetrations: Stainless steel adjustable clamp.

2.2 FASTENERS

A. For securing sheet metal flashings: Fasteners appropriate for the substrate encountered, and compatible with the sheet metal type to be secured. Where fastener heads are exposed, provide neoprene washers.

B. For copper: Copper or bronze fasteners.

C. For stainless steel: Stainless steel fasteners.

D. For securing aluminum anchor bar: Fasteners appropriate for substrate encountered and approved by the roofing manufacturer.

2.3 SEALANT

A. Refer to Section 07 9201.

PART 3 - EXECUTION

3.1 SHEET METAL INSTALLATION

A. Perimeter edge metal flashing system:
   1. Install the metal system manufacturer to meet the requirements of ANSI/SPRI/FM 4435/ES-1. Provide a system matching the dimensions indicated on the drawings.
   2. For pre-fabricated parapet cap metal systems: Install in accordance with the metal system manufacturer.
   3. For shop-fabricated perimeter edge metal systems:
      a. Secure the horizontal flange of the inner clip/continuous cleat with nails 6-inches o.c.
      b. Secure the outer vertical face of the continuous cleat with minimum #14 fasteners 18-inches o.c. Decrease fastener spacing to 9-inches o.c. within 10-feet of a building corner.
      c. Place the outer fascia/gravel stop piece. Fully crimp the fascia to the underlying continuous cleat. Secure the flange with nails 3-inches o.c. in two staggered rows.

B. Parapet edge cap metal flashing system:

1. For pre-fabricated parapet cap metal systems: Install in accordance with the metal system manufacturer to meet the requirements of ANSI/SPRI/FM 4435/ES-1. Provide a system matching the dimensions indicated on the drawings.
2. For shop-fabricated parapet cap metal systems:
   a. Fabricate inner clips/continuous cleats with a kick-up, creating a minimum 1/2-inch per foot slope toward the roof.
   b. Secure the horizontal flange of the inner clip/continuous cleat with nails 6-inches o.c.
   c. Secure the outer vertical face of the continuous cleat with minimum #14 fasteners 18-inches o.c. Decrease fastener spacing to 9-inches o.c. within 10-feet of a building corner.
   d. Place the cap sections. At the outer face, fully crimp the fascia to the underlying continuous cleat. At the inner face, secure the flange with #12 fasteners, fitted with neoprene washers 18-inches o.c., max., and within 2-inches of each end.
   e. Join adjacent parapet cap sections using a standing seam, with a 1” height.
   f. Where parapet caps terminate at walls, turn cap piece up 4-inches, minimum. Install counterflashing over exposed end piece.

C. Interior parapet, area divider and expansion joint covers, and fascia extensions:
   1. Install caps, as detailed, at locations indicated on the drawings.
   2. Fabricate with seams type indicated on drawings to dimensions indicated on drawings. Provide a 3/4-inch hemmed drip edge.
   3. Fastening: Secure faces of interior parapet, area divider and expansion joint covers with specified fasteners appropriate for the substrate encountered, fitted with neoprene washers, spaced 18-inches o.c. max., and within 2-inches of each end.
   4. Join adjacent interior parapet, area divider and sheet metal expansion joint cover sections using standing seams, with a 1” height.
   5. Where interior parapet, area divider, and expansion joint covers terminate at walls, turn cap piece up 4-inches, minimum. Install counterflashing over exposed end piece.

D. Fascia extensions:
   1. Secure fascia extensions with specified fasteners appropriate for substrate condition encountered, 12-inches o.c. max.

E. Reglet-mounted and slip counterflashing’s: Provide counterflashing, as detailed, at locations indicated on the drawings:

1. Cut reglets into masonry walls to accommodate reglet-mounted counterflashing.
2. Fabricate counterflashing to dimensions indicated on drawings. Fabricate the counterflashing with a 3/4-inch hemmed drip edge, and on surface mounted counterflashing, a 1/2-inch 45-degree angle sealant slot. Fabricate slip counterflashing to dimensions necessary to accommodate existing conditions, and as shown on drawings. Provide a minimum 4-inch face if conditions allow.
3. Secure counterflashing with specified fasteners appropriate for substrate condition encountered, fitted with neoprene washers. Space fasteners 12-inches o.c. max.
4. Provide a continuous bead of sealant along the top edge of reglet-mounted and surface-mounted counterflashing to shed water and provide a watertight seal.

F. Tubular penetration and pitch pan flashings:
1. Flash tubular penetrations and pitch pans as indicated on drawings. Do not use pitch pans at tubular penetrations without the approval of the Owner.
2. Tightly secure top edge of tubular penetration flashing with a stainless-steel clamp. Seal top edge of flashing and clamp watertight.
3. Install tubular penetration hoods and pitch pan covers as indicated on the drawings.

G. Anchor bar: Fasten the upper edges of modified bitumen flashings with an anchor bar installed in accordance with the requirements of the roofing membrane manufacturer.

END OF SECTION

SECTION 07 7100
ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Roof hatches.
2. Exhaust Equipment.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 06 1000 - Rough Carpentry.
3. Section 07 5400 – Thermoplastic Membrane Roofing.
4. Section 07 6000 - Flashing and Sheet Metal.
5. Section 07 6207 - Sheet Metal for PVC Roofing

1.2 SUBMITTALS

A. Shop Drawings: Submit fabricated sheet metal indicating details, methods of joining, anchoring, and fastening, thicknesses and gauges of metals, concealed reinforcement, sections, and profiles.

B. Samples: Submit Samples for materials or assemblies as requested. Provide finished Samples of exposed items.

C. Product Data: Submit brochures of manufactured items.

D. Installation Instructions: Provide manufacturer's recommended installation methods and instructions for each item. Instructions shall be prepared to indicate exact conditions of roofing, structure, and adjoining construction.

1.3 QUALITY ASSURANCE

A. Drawings and requirements specified govern. Provide the Work in accordance with the Architectural Sheet Metal Manual published by SMACNA for conditions not indicated or specified and for general fabrication of sheet metal items.

B. Qualifications of Installer: Minimum 5 years' experience in successfully installing the same or similar sheet metal specialties on roofing systems like the roofing systems specified.

C. Coordinate opening sizes and installation with roofing and related Work to ensure fit and installation.

D. Pre-installation Meetings: Refer to Division 07 roofing sections as appropriate. Attend the pre-installation and inspection meetings for roofing Work.

1.4 DELIVERY, STORAGE AND HANDLING

A. Protect roof specialties and accessories by storing above grade on required skids or supports. Protect from physical damage and do not install bent or damaged materials.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Roof Hatches:

1. Babcock Davis.
2. Bilco Company.
3. Lane-aire Model CRH.
4. Dur-Red Products.
5. Equal.

B. Exhaust Equipment: Loren Cook Company, Greenheck, Grainger, or equal.

2.2 PRODUCTS

A. Roof Hatches: Provide roof hatches of indicated sizes. Hatches shall be fabricated of galvanized steel, 14 gage curb and cover, 22 gage cover liner, and 1-inch-thick insulation in cover and curb. Cover shall operate by a compression spring enclosed in a telescopic case or enclosed torsion spring, with automatic hold-open arm. Provide padlock hasp on inside of unit.

1. Accessories: Provide manufacturers with a fixed hatch railing system, providing a permanent means of fall protection for roof hatch openings. Rail system shall meet OSHA Standard 29 CFR 1910.23(a)(3).

B. Exhaust Equipment: Provide equipment at locations and of sizes and type indicated on plans. Ventilators shall be securely fastened to roof curbs as indicated in manufacturer's details. Equipment shall have ½-inch mesh galvanized steel mesh bird screen.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrate to receive roofing accessories and associated Work and conditions under which accessories will be installed. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install roof accessories in accordance with SMACNA and manufacturer’s recommendations as required.

3.3 FIELD QUALITY CONTROL

A. Upon request of the Project Inspector, perform field water testing to demonstrate that installation is watertight. Continue testing with a continuous hose stream applied at base of installation for at least 30 minutes. If leaking is observed, discontinue test and repair installation, then test until satisfactory results are obtained.

3.4 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.5 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of them off the Project site.

END OF SECTION

SECTION 07 8413
PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Penetrations for the passage of duct, cable, cable tray, conduit, piping, electrical busways, and raceways through fire-rated vertical barriers (walls and partitions), horizontal barriers (floor/ceiling assemblies), and vertical service shaft walls and partitions.

2. Mineral fiber insulation, fire safing, and safing edge of floor slabs and curtain walls.

3. Damming material, clips, and closures.

4. Gaps between the top of walls and ceilings or roof assemblies.

5. Expansion joints in walls and floors.

6. Openings around structural members which penetrate floors or walls.

B. Related Requirements:

1. Division 01 - General Requirements.

2. Section 03 3000 - Cast-in-Place Concrete.

3. Section 07 2100 - Building Insulation.

4. Section 07 9200 - Joint Sealants.

5. Section 09 2900 - Gypsum Board.

6. Division 22 - Plumbing.

7. Division 23 - HVAC.

8. Division 26 - Electrical.

1.2 REFERENCES

A. ASTM Standards:

1. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

2. ASTM E119 – Standard Test Methods for Fire Tests of Building Construction and Materials.

3. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.

4. ASTM E1399 – Standard Test Method for Cyclic Movement and Measuring Minimum and Maximum Joint Widths on Architectural Joint Systems.

5. ASTM E1966 – Standard Test Methods for Fire-Resistive Joint Systems.

6. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestops

7. ASTM E2307 – Standard Test Method for Determining Fire Resistance of Perimeter Fire Barriers Using Intermediate-Scale, Multi-story Test Apparatus.

8. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers.

B. Underwriters Laboratories, Inc.

1. UL Fire Resistance Directory.

2. UL 263 – Standard for Fire Tests of Building Construction and Materials.

3. UL 723 – Standard for Test for Surface Burning Characteristics of Building Materials.

4. UL 1479 – Fire Tests of Through Penetration Firestops.

5. UL 2079 – Test for Fire Resistance of Building Joint Systems.

C. Testing Services:

1. Intertek ES SAT.

2. Southwest Research Institute.

3. Underwriters Laboratories.

D. International Firestop Council Guidelines for Evaluating Firestop Systems Engineering Judgments.

E. California Building Code, Chapter 7 Fire Tests of Through-Penetration Fire Stops.

F. Firestop Contractors International Association (FICA) Manual of Practice.

1.3 SYSTEM DESCRIPTION

A. Provide fire stops and smoke seals to prevent the passage of fire, smoke, toxic gasses, or water from one floor or area to another. Seal openings in floors, fire rated walls and permanent partitions penetrated by pipes, ducts, conduits, and other items as shown, specified, and as required for the type of construction.

B. Mineral fiber insulation installed as fire safing at non-rated penetrations not containing pipes, ducts, conduits, and other items in floor slabs, wall partitions, construction-joint conditions between slabs and adjacent construction and where indicated or required.

C. Provide damming material, clips, and closures as required for support and containment of dams, and other insulation materials required for tested and rated fire stop systems.

1.4 QUALITY ASSURANCE

A. Performance Criteria:

1. Provide materials and Work to conform to source quality control criteria specified herein and CBC requirements in fire resistant wall and floor assemblies to prevent the passage of fire, smoke, and toxic gases.

2. Installed fire stops shall be of sufficient thickness, width, and density to provide a fire resistance rating at least equal to the floor, wall, or partition construction into which it is installed.

B. Comply with CBC requirements for fire rated construction.

C. Qualifications of Manufacturer: Products furnished for fire stopping and smoke seals shall be manufactured by a firm which has been continuously and regularly employed in the manufacture of these materials for a period of at least 5 years; and which can provide evidence of these materials being satisfactorily installed on at least 5 projects of similar size and type within such period.

D. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least 5 consecutive years; and can provide evidence of satisfactory completion of 5 projects of similar size and scope. Installer shall have applicators trained and certified by manufacturer for performing this Work. Comply with requirements of FICA Manual of Practice.

E. For those firestop applications that exist for which no UL tested system is available through a manufacturer, an engineering judgment derived from similar UL system designs or other tests will be submitted to local authorities having jurisdiction for their review and approval prior to installation. Engineering judgment drawings must follow requirements set forth by the International Firestop Council.

F. Firestopping tests shall be performed by a qualified testing and inspection agency. A qualified testing and inspection agency shall be

UL, Intertek or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction. Firestopping products shall bear the classification marking of a qualified testing and inspection agency.

1.5 SUBMITTALS

A. Product Data:

1. Submit manufacturer's Product Data for each type of fire stop and smoke seal material proposed for installation. Indicate product characteristics, typical installations, performance, and limitation criteria and test data.

2. Submit manufacturer's printed installation instructions for each type of product, system, and construction required for the Work. Indicate fire resistance rating of each installation.

3. Submit fire test reports from independent testing agency indicating the following:

a. Fire test report of fire stop material installed to substrate and penetration materials similar to the Work of this section. Test to indicate both Fire Resistance (F) and Temperature (T) Ratings.

b. Test reports of products to be installed shall indicate conformance to ASTM E814 or UL 1479 for penetrations, ASTM E1966 or UL 2079 for joints, and ASTM E2307 for perimeter fire barrier (edge-of-slab) systems.

B. Field Samples: No less than 10 days before commencing the Work of this section, provide field installed Samples of fire stop materials and systems.

1. Apply one Sample of fire stop material for each different penetration and related fire rating required for the Work.

2. Sample areas shall comply with thickness, fire resistance ratings, and finished appearance.

C. Manufacturer's Qualifications: Submit evidence of conformance with qualification requirements specified above.

D. Installer’s Qualifications: Submit evidence of conformance with qualification requirements specified above.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the Project site in manufacturer's original, unopened containers bearing correct UL labeling.

B. Fire stop material shall be stored above grade in an area protected from detrimental weather and moisture conditions and in compliance with manufacturer's requirements, including temperature restrictions.

C. Fire stop and seal materials shall be installed before expiration of shelf life.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Unless otherwise noted, products of this section shall be manufactured by:

1. 3M Fire Protection Products.
2. Hilti, Inc.
3. Nelson Firestop Products.
4. Specified Technologies, Inc. (STI).
5. Tremco, Inc.
6. Equal.

B. Provide materials and systems of specified manufacturers to suit penetration and substrate as determined by various conditions of installation.

C. Provide firestopping composed of components that are compatible with the substrates forming openings and the items penetrating the firestop, under conditions of service and application, as demonstrated by the fire stopping manufacturer based on testing and field experience.

2.2 MATERIALS

A. Firestop Collar: Made of galvanized steel housing and Intumescent inserts for firestopping combustible pipes through walls and floors. For use with concrete, masonry, wood floor and gypsum wall assemblies. Provide two collars on walls, one on each side, and one collar on underside of floors.

1. 3M: Plastic Pipe Device PPD.
2. Hilti: CP 643N and CP 644.
3. Tremco: TREMstop D.
4. Nelson Firestop Products: PCS Pipe Choke System.

5. Specified Technologies, Inc. (STI): Intumescent Firestop Collars, type LCC, SSC or RTC.

6. Equal.

B. Fire Pillows and Blocks: Intumescent flexible pillows consisting of a mineral fiber core sealed with a water-resistant intumescent membrane, heat-sealed in a durable fire-retardant poly bag; or intumescent block based on a two component foam, for use in walls, floors, and concrete, masonry, and gypsum wall assemblies. For large openings containing multiple penetrations: wall openings up to 48 inches by 48 inches and floors up to 36 inches by 36 inches.

1. 3M: Fire Barrier Self-Locking Pillow.

2. Hilti: FS 657.

3. Tremco: TREMstop PS1, TREMstop PS2.

4. Nelson Firestop Products: Fire Brick, Pillows.

5. Specified Technologies, Inc. (STI): SSB Firestop Pillows.

6. Equal.

C. Firestop Putty Stick: Intumescent, non-hardening, firestop putty for single or bundled cables and non-combustible pipe penetrations. For use in horizontal or vertical, concrete, masonry, or gypsum wall assemblies.

1. 3M: MP + Stix.

2. Hilti: CP 618 and CP 619T.

3. Tremco: TREMstop MP Putty Stick.

4. Nelson Firestop Products: FSP AA445, AA439.

5. Specified Technologies, Inc. (STI): SSP Firestop Putty.

6. Equal.

D. Firestop Putty Pad: Moldable firestop putty for protection of electrical outlet boxes.

1. 3M: MPP+.

2. Hilti: CP 617.

3. Tremco: TREMstop MP Putty Pad.

4. Nelson Firestop Products: FSP AA452, AA439.

5. Specified Technologies, Inc. (STI): SSP Putty Pads or Electrical Box Insert.

6. Equal.

E. Firestop Sealant: Smoke, gas, and water resistant. For use in horizontal or vertical, concrete, masonry, or gypsum wall assemblies.

1. Single component intumescent sealant for protection of combustible and non-combustible pipe, conduit, and cable penetrations.

a) 3M: CP-25WB+, IC-15WB+, 3000WT.

b) Hilti: FS ONE.

c) Tremco: TREMstop IA+ or FyreCaulk.

d) Nelson Firestop Products: ES1399.

e) Specified Technologies, Inc, (STI): LCI or SSS Intumescent Firestop Sealant.

f) Equal.

2. Silicone based system provides maximum movement in fire-rated joint applications and pipe penetrations.

a) 3M: 2000+, 2000 NS.

b) Hilti: CP 601S.

c) Tremco: TREMstop Fyre-sil.

d) Nelson Firestop Products: CLK AA529, AA542, AA492.

e) Specified Technologies, Inc. (STI): SIL Silicone Firestop SealantSIL300 or SIL300SL (self-leveling).

f) Equal.

3. Acrylic based system that provides movement capability in fire rated joints and seals through penetration applications.

a) 3M: FD 150+.

b) Hilti: CP 606.

c) Tremco: TREMstop Acrylic GG.

d) Nelson Firestop Products: FSC3.

e) Specified Technologies, Inc. (STI): ES Elastomeric Firestop Sealant.

f) Equal.

4. Self-leveling silicone-based firestop sealant for use with through penetrations and construction joints in horizontal floor/ceiling assemblies.

a) 3M: 1000 SL.

b) Hilti: CP 604.

c) Tremco: TREMstop Fyre-sil S.L.

d) Nelson Firestop Products: CLK AA539, AA552.

e) Specified Technologies, Inc. (STI): SIL Silicone Firestop, type SIL300SL.

f) Equal.

F. Firestop Wrap Strip: Wrap strip of intumescent, flexible firestop for use with plastic and insulated pipe penetrations. For use in horizontal or vertical, concrete, masonry, or gypsum wall assemblies.

1. 3M: Ultra GS, FS-195.

2. Hilti: CP 648-S, CP 648-E.

3. Tremco: TREMstop SuperStrip or TREMstop WS.

4. Nelson Firestop Products: MCT, MPS.

5. Specified Technologies, Inc. (STI): SSW Intumescent Wrap Strips, type BLU, BLU2, RED or RED2.

6. Equal.

G. Drywall Track Gaskets: Intumescent cover for drywall ceiling track providing fire, smoke, and acoustical ratings for head-of-wall joints between gypsum walls and concrete floor slabs.

1. Hilti: CFS-TTS Top Track Seal.

2. Specified Technologies, Inc. (STI): TTG Track Top Gasket.

3. Equal.

H. Fire Rated Cable Pathways: Gangable device modules capable of being retrofitted around existing cables and comprised of steel raceway with built-in intumescent material allowing 0 to 100 percent cable fill and requiring no additional action in the form of plugs, twisting closure, putty, pillow, or sealant to achieve fire and leakage ratings.

1. 3M: Fire Barrier Pass-Through Device.

2. Hilti: CP 653 Firestop Speed Sleeve.

3. Specified Technologies, Inc. (STI): EZ-Path Fire Rated Pathway.

4. Equal.

I. Fire Rated Grommet or Disc: For single or dual cable penetrations through the same small opening.

1. Hilti: CFS-D Firestop Cable Disc.

2. Specified Technologies, Inc. (STI): EZ-Path Firestop Grommets

3. Equal.

J. Fire Safing, Mineral Fiber, or Ceramic Wool Non-Combustible Insulation:

1. Mineral Fiber: Density 4 pounds per cubic foot, USG Thermafiber, Johns Manville Industrial Insulation Group (IIG), Roxul AFB, or equal.

2. Ceramic Wool: Density 6 pounds per cubic foot, Johns Manville "Ceramic Fiber Insulation", Unifrax "Fiberfrax" ceramic fiber, or equal. Provide material in tested thickness for required hour rating.

a. Flame Spread: Less than or equal to 25.

b. Smoke developed: Less than or equal to 50.

3. For mineral fiber, provide 20 gage minimum size metal retainer clips and plates for fire safing support in vertical applications and in compliance with tested system design.

K. Supplemental Material: Provide supplementary materials required for complete, fire rated, installation.

2.3 SOURCE QUALITY CONTROL

A. Fire stop and smoke seal material shall be tested by an independent testing agency for conformance to Flame (F) and Temperature (T) requirements of ASTM E814/UL 1479, ASTM E1966/UL 2079, or ATSM E2307.

B. Conform to UL Fire Hazard Classification Requirements. Material shall be classified as a fill, void, or cavity material and system for UL through Penetration Firestop System.

C. Material shall be tested and shall display Flame Spread Index of 25 or less, and Smoke Developed Index of 450 or less when tested in accordance with ASTM E84.

PART 3 - EXECUTION

3.1 APPLICATION REQUIREMENTS

A. Provide single component fire stop sealant or putty:

1. Within penetrations subject to movement including conduit, cable bundles, buss duct, and noncombustible pipe.

2. As a sealant or caulking for smoke barrier construction, fire, and smoke dampers, mechanical/electrical framed elements in masonry and gypsum board partition systems, and other conditions.

B. Provide mineral fiber insulation for fire safing at joints and openings through floor slabs, walls, and partitions not indicated to be grouted, gaskets, sealed or otherwise made sound or air tight in this or other sections. Fire safing shall be packed and wedged solidly from both sides of walls and partitions, and from both top and bottom sides of slabs with noncombustible mineral fiber insulation.

3.2 PREPARATION

A. Examine the areas and conditions where fire stops, and smoke seals are to be installed for conditions detrimental to the proper completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected for rated fire protection.

B. Surface to receive fire stops or smoke seals shall be free of dirt, dust, grease, form release agents, or other matter that would impair the bond of the fire stop material to the substrate or penetrating items. Substrate shall be frost free and when required, dry.

C. Voids and cracks in substrate shall be filled and unnecessary projections removed before installation of fire stops.

D. Assure that all pipes, conduit, cable, and other items, which penetrate fire rated construction, have been permanently installed before installation of fire stops. Schedule and sequence the Work to assure that partitions and other construction, which would conceal penetrations, are not installed before the installation of fire stops and smoke seals.

E. Comply with manufacturer’s recommendations for temperature and humidity conditions before, during, and after installation of fire stops and smoke seals.

3.3 INSTALLATION

A. General: Provide installation in accordance with manufacturer’s installation procedures, as required. Install fire stops in accordance with

fire test reports, UL Fire Resistance Directory, Intertek Testing Services Directory or SpecDirect, and reviewed Sample installations.

B. Dam Construction:

1. Install dams when required to properly contain fire stopping materials within openings and as required to achieve fire resistance rating as tested and rated.

2. Provide in conformance with installation requirements for type of floor, wall, and partition construction, and as recommended by fire stop manufacturer.

3. Combustible damming material shall be removed after appropriate curing. Noncombustible damming material may be left as a permanent component of the fire stop system.

4. Placement of dams shall not interfere with function, or adversely affect the appearance, of adjacent construction.

C. Installation of Single Component Fire Stop Sealant:

1. Provide noncombustible insulation as required to achieve fire resistance rating.

2. Install with manual or powered sealant gun. For up to four hour rating, install to the thickness required by the Listed System Designs as directed for wall and floor applications.

3. Surface of gun grade fire stop sealant shall be tooled in accordance with manufacturer’s recommendations.

4. Remove excess materials from adjacent surfaces within 10 minutes, with either water or other material compatible with sealant and recommended by sealant manufacturer, leaving the Work in a neat, clean condition.

D. Installation of Cementitious Fire Stop Mortar:

1. Mixing: Add dry powder to water and mix with mechanical mixer or hand mixing tools. Ratio and duration of mix shall be as instructed by fire stop mortar manufacturer. Average wet density of mortar shall be 70 pounds per cubic foot (plus or minus 5).

2. Wet surfaces before installation of fire stop mortar. Mortar may be hand installed or pumped into the opening.

3. When installing around layered and grouped cables, vibrate or move the cables slightly to prevent voids from forming between the cables.

4. Exposed surfaces shall be finished with conventional plastering tools before curing.

5. Allow at least 48 hours for initial cure before form removal. For full cure allow 28 days.

3.4 FIELD QUALITY CONTROL

A. Examine sealed penetration areas to ensure proper installation before concealing or enclosing areas.

B. Repair damaged areas and restore integrity of assembly.

C. Keep areas of work accessible until inspection by authorities having jurisdiction.

D. OWNER will engage a qualified independent inspection agency to inspect through-penetration firestop systems in accordance with ASTM E2174, or joint systems in accordance with ASTM E2393. Manufacturer representatives shall not perform inspections of installed firestopping systems.

3.5 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.6 CLEANUP

A. Clean surfaces adjacent to sealed openings and joints and remove excess of firestopping materials.

B. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 07 9200
JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Joint sealants.
2. Preparation for application of sealants.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 3543 Bonded Abrasive Polished Concrete Floors
3. Section 06 2000 - Finish Carpentry.
4. Division 08 - Openings.
5. Division 09 - Finishes.
6. Section 10 2813 - Toilet Accessories.

1.2 SUBMITTALS

A. Shop Drawings: Submit Shop Drawings indicating sealant joint locations, with full-size sealant joint details.

B. Product Data: Submit manufacturer's literature for each sealant material.

C. Material Samples: Submit Samples indicating color range available for each sealant material intended for installation in exposed locations.

D. Certifications: Submit manufacturer’s certification materials comply with requirements specified.

E. Site Samples: At locations required, provide a Sample of sealant for each typical installation, approximately 24 inches long, including joint preparation, backing, sealant and tooling. Allow backing to extend 6 inches beyond end of sealant for inspection of substrate.

F. Test Reports: Submit manufacturer's adhesion compatibility test reports according to ASTM C794 for each substrate.

1.3 QUALITY ASSURANCE

A. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least five consecutive years; and can show evidence of satisfactory completion of five projects of similar size and scope. Installer shall have applicators trained and approved by manufacturer for performing this Work.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store in accordance with manufacturer’s recommendations. Provide a uniform ambient temperature between 60- and 80-degrees F.

1.5 WARRANTY

A. Manufacturer: five-year material warranty.

B. Installer: two-year installation/application warranty.

PART 2 - PRODUCTS

2.1 GENERAL

A. Furnish sealants meeting following in-service requirements:

1. Normal curing schedules are permitted.

2. Non-staining, color fastness (resistance to color change), and durability when subjected to intense actinic (ultraviolet) radiation are required.

B. Furnish the products of only one manufacturer unless otherwise required, sealant colors as selected to match the adjoining surfaces.

2.2 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated into the work include the following:

1. Bostik, Inc.
2. Dow Corning.
3. GE Silicones.
4. Mameco International.
5. W.R. Meadows, Inc.
6. Nomaco, Inc.
7. Pecora Corporation.
8. Sika Corporation.
9. Sonneborn Building Products Div. ChemRex, Inc.
10. Tremco.
11. USG Corp.
12. Or approved equal.

2.3 MATERIALS

A. Sealants:

1. Sealant 1: Acrylic latex, one-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C834, Type S, Grade NS, formulated to be paintable.

a. Tremco Inc., Acrylic Latex Caulk.

b. Pecora Corporation, AC-20.

c. Equal.

2. Sealant 2: Butyl sealant, one-part, non-sag, solvent-release-curing sealant complying with ASTM C1311, gun grade and formulated with a minimum of 75 percent solids.

a. Tremco Inc., Tremco Butyl Sealant.

b. Pecora Corp., BC-158.

c. Equal.

3. Sealant 3: Silicone sealant, one-part non-acid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.

   a. Dow Corning Corp., Dow Corning 790, 791, 795.

   b. General Electric Co., Silpruf.

   c. Tremco, Inc., Spectrem 1.

   d. Pecora Corp., 864.

   e. Equal.

4. Sealant 4: One-part mildew-resistant silicone sealant, complying with ASTM C920, Type S, Grade NS, Class 25.

   a. Dow Corning Corp., Dow Corning 786.

   b. General Electric Co., Sanitary 1700.

   c. Tremco, Inc., Proglaze White.

   d. Equal.

5. Sealant 5: One-part non-sag urethane sealant, complying with ASTM C920, Type S, Grade NS, Class 25.

   a. Sika Corporation, Sikaflex -221e.

   b. Equal.

6. Sealant 6: Multi-part pouring urethane sealant, complying with ASTM C920, Type M, Grade P, Class 25.

   a. Sika Corporation, Sikaflex 2C NS/SL.

   b. Equal.

7. Sealant 7: Acoustical sealant, non-drying, non-hardening permanently flexible conforming to ASTM D217.

   a. Pecora Corp., BA-98 Acoustical Sealant.

   b. Equal.

B. Joint Backing: ASTM D1056; round, closed cell Polyethylene Foam Rod; oversized 30 to 50 percent larger than joint width, reticulated polyolefin foam.

C. Primer: Non-Staining Type. Provide primer as required and shall be product of manufacturer of installed sealant.

D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer.

E. Sealants shall have normal curing schedules, shall be non-staining, color fast and shall resist deterioration due to ultraviolet radiation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that joint openings are ready to receive Work and field tolerances are within the guidelines recommended by sealant manufacturer.

3.2 SURFACE PREPARATION

A. Joints and spaces to be sealed shall be completely cleaned of all dirt, dust, mortar, oil, and other foreign materials which might adversely affect sealing Work. Where necessary, degrease with a solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of sealants.

B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be sealed before priming and installation of sealants.

C. Preparation of surfaces to receive sealant shall conform to the sealant manufacturer's specifications. Provide air pressure or other methods to achieve required results. Provide masking tape to keep sealants off surfaces that will be exposed in finished Work.

D. Etch concrete or masonry surfaces to remove excess alkalinity unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5 percent solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.

E. Perform preparation in accordance with ASTM C804 for solvent release sealants, and ASTM C962 for elastomeric sealants.

F. Protect elements surrounding Work of this section from damage or disfiguration.

3.3 SEALANT APPLICATION SCHEDULE

	Location	Type	Color
A.	Exterior and Interior joints in horizontal surfaces of concrete, between metal and concrete masonry and mortar.	Sealant 6	To match adjacent material
B.	Exterior door, entrance, and window frames. Exterior and interior vertical joints in concrete and masonry metal flashing.	Sealant 3 or 5	To match adjacent material
C.	Joints within glazed curtain wall system. Skylight framing system. Aluminum entrance system glass and glazing.	Sealant 3	Translucent or Black
D.	Interior joints in ceramic tile and at plumbing fixtures.	Sealant 4	Translucent or White

E.	Under thresholds.	Sealant 2	Black
F.	All interior joints not otherwise, scheduled	Sealant 1	To Match Adjacent Surfaces
G.	Heads and sills, perimeters of frames and other openings in insulated partitions	Sealant 7	Match Adjacent Surfaces

3.4 APPLICATION

A. Provide sealant around all openings in exterior walls, and any other locations indicated or required for structure weatherproofing and/or waterproofing.

B. Sealants shall be installed by experienced mechanics using specified materials and proper tools. Preparatory Work (cleaning, etc.) and installation of sealant shall be as specified and in accordance with manufacturer's printed instructions and recommendations.

C. Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by manufacturer, shall be primed before installing sealants. Primer shall be installed with a brush that will reach all parts of joints to be filled with sealant.

D. Sealants shall be stored and installed at temperatures as recommended by manufacturer. Sealants shall not be installed when they become too jelled to be discharged in a continuous flow from gun. Modification of sealants by addition of liquids, solvents, or powders is not permitted.

E. Sealants shall be installed with guns furnished with proper size nozzles. Sufficient pressure shall be furnished to fill all voids and joints solid. In sealing around openings, include entire perimeter of each opening, unless indicated or specified otherwise. Where gun installation is impracticable, suitable hand tools shall be provided.

F. Sealed joints shall be neatly pointed on flush surfaces with beading tool, and internal corners with a special tool. Excess material shall be cleanly removed. Sealant, where exposed, shall be free of wrinkles and uniformly smooth. Sealing shall be complete before final coats of paint are installed.

G. Comply with sealant manufacturer's printed instructions except where more stringent requirements are indicated on Drawings or specified.

H. Partially fill joints with joint backing material, furnishing only compatible materials, until joint depth does not exceed 1/2-inch joint width. Minimum joint width for metal-to-metal joints shall be 1/4 inch. Joint depth shall be not less than 1/4 inch and not greater than 1/2 inch.

I. Install sealant under sufficient pressure to completely fill voids. Finish exposed joints smooth, flush with surfaces or recessed as indicated. Install non-tracking sealant to concrete expansion joints subject to foot or vehicular traffic.

J. Where joint depth prevents installation of standard bond breaker backing rod, furnish non-adhering tape covering to prevent bonding of sealant to back of joint. Under no circumstances shall sealant depth exceed 1/2 inch maximum, unless specifically indicated on Drawings.

K. Prime porous surfaces after cleaning. Pack joints deeper than 3/4 inch with joint backing to within 3/4 inch of surface. Completely fill joints and spaces with gun applied compound, forming a neat, smooth bead.

3.5 MISCELLANEOUS WORK

A. Sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to Drawings for condition and related parts of Work.

B. Install sealants to depths as indicated or, if not indicated, as recommended by sealant manufacturer but within following general limitations:

1. For joints in concrete walks, slab and paving subject to traffic, fill joints to a depth equal to 75 percent of joint width, but not more than 3/4 inch deep or less than 3/8 inch deep, depending on joint width.

2. For building joints, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

3.6 CLEANING

A. Remove rubbish, debris, and waste materials and legally dispose of them off the Project site.

3.7 CURING

A. Sealants shall cure in accordance with manufacturer's printed recommendations. Do not disturb seal until completely cured.

3.8 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 07 9201
SEALANTS FOR ROOF REPLACEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements related to the installation of sealants associated with sheet metal flashing work.

1.2 RELATED SECTIONS

A. Section 01 3300 – Submittal Procedures

B. Section 01 6000 – Product Requirements

C. Section 02 4100 – Roof Removal and Substrate Preparation

D. Section 07 6000 – Flashing and Sheet Metal

E. Section 07 6207 – Sheet Metal for PVC Roofing

F. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.3 REFERENCES

A. Reference standards of the following sources are applicable to products and procedures specified in Part 2 - Products and Part 3 – Execution of this Section:
   1. American Society for Testing and Materials (ASTM)
      a. ASTM C 920 – Standard Specification for Elastomeric Joint Sealants

1.4 SUBMITTALS

A. Prior to the start of work, submit the following to the City for approval:
   1. Product submittals required within Section 01 3300.

B. Refer to Section 01 3300 for procedural requirements related to the submittal process.

1.5 QUALITY ASSURANCE PROCEDURES

A. Applicator Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer’s product and that is eligible to receive a manufacturer’s warranty. Company shall

have a minimum of 5 years documented experience certified by roofing system manufacturer.

B. Single Source Responsibility: Roofing system materials and components shall be supplied and warranted by roofing system manufacturer for specified roofing system and shall be in compliance with specified regulatory requirements.

C. Examine the technical specifications and drawings. Verify all dimensions, detail conditions, roof plan notes and existing site conditions that may affect the work. Verification of existing dimensions and site conditions is the responsibility of the Contractor. No additional compensation will be considered for failure to verify existing dimensions, detail conditions, roof plan note callouts, and existing site conditions.

D. Upon examination, if conflicts between the technical specifications and drawings, and those of federal, state, or local regulatory agencies, the product manufacturer, industry roofing standards, or City-mandated requirements are discovered, notify the City immediately for resolution.

E. During work, if conditions are discovered which do not allow for continuation of the work per the technical specifications and drawings, notify the City immediately for resolution.

1.6 DELIVERY, STORAGE AND HANDLING

A. Refer to Section 01 6000 for transport, handling, storage, and product requirements.

B. Deliver materials in manufacturer's original containers, dry, undamaged, seals and labels intact.

C. Store materials in weather protected environment, clear of ground and moisture. Protect foam insulation from direct sunlight exposure. Store roll materials standing on end.

D. Protect adjacent materials and surfaces against damage from roofing work. Do not store materials on previously completed roofing.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not perform work during inclement weather. Refer to product manufacturer for outdoor temperature requirements for installation of materials. Do not install materials at times when the outdoor temperature does not fall within the minimum/maximum temperature requirements of

the manufacturer.

B. Cold weather precautions:
   1. Refer to the sealant manufacturer for cold weather application recommendations and restrictions.

C. Material Safety Data Sheets (MSDS) of all specified products shall remain on site for the duration of this project.

PART 2 – PRODUCTS

2.1 SEALANT

A. Sealant: Moisture-cured, non-sag, one-part polyurethane sealant, in compliance with ASTM
C 920, Type S, Grade NS. Color to match sheet metal or as directed by City.
   1. Closed-cell backing materials, bond breakers, and primers as recommended by the sealant manufacturer for the joint conditions encountered.

B. High temperature sealant: For use at high-temperature penetrations and other locations where high temperatures are anticipated: Product type approved by City for temperature and substrate condition encountered.

C. Sealant primer: Type recommended and approved by sealant manufacturer for substrate encountered.

D. Joint filler, backer rod and bond breaker tape:
   1. Product(s) recommended and approved by sealant manufacturer for substrate encountered.
   2. Size and configuration as necessary for condition encountered.

PART 3 - EXECUTION

3.1 SEALANT INSTALLATION

A. Cleaning: Clean surfaces immediately before installation of sealants to provide surfaces suitable for the installation of sealant.

B. Joint filler, backer rod, and bond breaker tape: Install joint filler and backer rods to result in minimum sealant depth of 1/4-inch and maximum of 1/2 the joint width. If joint is of insufficient depth to receive joint filler or backer rod, install bond breaker tape to the bottom of the joint to prevent sealant bonding to the joint bottom.

C. Primer: Apply primer if required by the sealant manufacturer for the type

of sealant and conditions encountered. Apply primer in accordance with the sealant manufacturer's requirements and recommendations.

D. Sealant installation: Install sealant where required in accordance with the requirements and recommendations of the sealant manufacturer. Tool the joint immediately after installation.

END OF SECTION

SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Hollow Metal doors and frames.

B. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

C. Related Sections:
   1. Section 08 7100 - Door Hardware: Hardware coordination.
   2. Section 09 9113 – Exterior Painting: Field painting and finishing of doors and frames.
   3. Section 09 9123 – Interior Painting: Field painting and finishing of doors and frames.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM A 152 - Methods for Fire Tests of Door Assemblies.
   2. ASTM A 653/A 653M - Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 1996.

B. Door Hardware Institute (DHI):
   1. DHI - The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
   2. DHI A115 Series - Specifications for Steel Doors and Frame Preparation for Hardware.

C. Steel Door Institute (SDI):
   1. SDI-100 - Recommended Specifications Standard Steel Doors and Frames.
   2. SDI-105 - Recommended Erection Instructions for Steel Frames.

1.3 SUBMITTALS

A. Section 01 3300 - Submittal Procedures: Procedures for submittals.
   1. Product Data: Indicate door materials, gauges, configurations, and location of cut-outs hardware reinforcement, and finish.

a. Shop Drawings: Indicate door elevations, internal reinforcement, closure method, and cut-outs for louvers.

1.4 DELIVERY, STORAGE AND PROTECTION

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.

B. Protect doors and frames with resilient packaging.

C. Break seal on-site to permit ventilation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering items which may be incorporated in the Work include the following:
1. Amweld Building Products, Incorporated,
2. Ceco Door Products,
3. Curries Company,
4. Republic Builders Products,
5. Steelcraft,
6. Or approved equal

2.2 FRAME CONSTRUCTION

A. General: Provide fully welded steel frames with integral stops and trim for doors, transoms, sidelights, borrowed lights, and other openings, and with details indicated for type and profile. Use concealed fastenings, unless otherwise indicated. Steel shall be free of scale, pitting, coil breaks or other surface blemishes, and free of buckles, waves, or other defects.

B. Metal Thickness of Frames (minimum):

1. Interior hollow metal frames up to 4-foot wide 16-gage; steel knock down S-series Frames with Trim for installation in wood stud gypsum board partitions. Commercial quality Carbon Steel ASTM A1008.

2. Interior hollow metal frames wider than 4-foot wide 14-gage; steel knock down S-series Frames with Trim for installation in wood stud gypsum board partitions. Commercial quality Carbon Steel ASTM A1008.

3. Exterior Frames: 14 gage, cold-rolled steel, mitered and welded, 2-inch profile, for installation in a metal or wood stud and gypsum board partition

C. Supports and Anchors: Fabricate from at least 16-gage, galvanized steel sheet. Frame anchors shall comply with fire rated label requirements of opening.

1. Floor Anchors:

a. Minimum thickness: 12 gage galvanized steel sheet or bent steel plate, securely fastened inside each jamb, with two holes in anchor at each jamb for 3/8-inch floor anchorage fasteners. For preframed wood stud walls provide and additional wood stud anchor located as close to the bottom of the jamb as is practical.

b. Where required at sloping and uneven floor conditions, or to coordinate adjustments for trim alignments, provide adjustable floor anchors, providing at least 2-inch height adjustments.

2. Jamb Anchors:

a. Locate anchors near top and bottom and at intermediate points not to exceed 24 inches on center. Provide two anchors per head for openings up to 48 inches wide; over 48 inches wide provide anchors at 24 inches on center maximum.

b. Anchors in masonry construction: Provide manufacturers standard jamb anchors. Steel wire complying with ASTM A510, 0.177 inch in diameter, may be furnished.

c. Anchors in Stud Partitions: Provide steel anchors, 16 gage minimum sheet steel, of design to suit partition construction, securely welded inside each jamb.

d. Through-Frame Anchors: At frames indicated to be anchored with bolts through frame, provide countersunk holes for bolts with 16-gauge minimum sheet steel stiffeners full thickness of frame, and securely welded inside each frame at each hole.

D. Inserts, Bolts, and Fasteners: Provide manufacturer's standard units. Where zinc-coated items are to be built into exterior walls, comply with ASTM A153 Class C or D as required.

E. Head Reinforcing: Refer to Detail #2 of this section. Reinforcing shall not act as lintel or load-carrying member and shall comply with fire rating requirements. Provide frames regardless of whether a closer is called for.

F. Hardware Reinforcement and Accessories:

1. Butt Hinge: 7 gage minimum.

2. Head assemblies: Reinforced internally with, full length, 10 gage angles on each side of frame and bar at bottom of stop for closer reinforcement in frames as shown in Detail #2 of this section.

3. Reinforcing for other items of finish hardware shall be accomplished according to ANSI A250.6.

4. Plaster Guards: Provide 26 gage galvanized steel plaster guards or dust cover boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

5. Door Silencers: Except for exterior doors, drill, and punch frames for three silencers at lock jamb of single swing doors or in double doors with astragal and one silencer per leaf in heads of doubled door frames.

2.3 DOORS CONSTRUCTION

A. General: Custom-made, flush-panel “seamless type” with one-piece face panels; continuous weld, seamless edge construction with no visible seams or joints on faces or on vertical edges.

1. Doors: SDI-100, Level II - Heavy-Duty - 1-3/4-inch, Model 1 - Full Flush Design, 16 gage cold-rolled steel.
   a. Exterior doors: Thermal Insulation: Exterior doors shall be insulated with Polystyrene OR noted to R values scheduled or indicated on drawings.
   b. Interior Doors: Kraft Honeycomb, Phenolic treated.

2. Labeled Doors: Where fire-rated openings and conditions are indicated.

   a. Labeled doors shall be provided with fire-resistance rating indicated and shall be constructed as tested and approved by Underwriters’ Laboratories (UL) for installation in labeled frame and door assemblies.

   b. Gaskets: Gaskets are supplied under Section 08 7100 - Door Hardware. Gaskets and installation shall conform to requirements of NFPA 105, “Installation of Smoke and Draft Control Door Assemblies.”

   c. Fabricate labeled doors with same finished appearance as specified for non-labeled hollow metal doors; with welded door edges, filled and ground smooth; with label affixed to door.

d. Where fire labels are required and continuous hinge is specified, install label on top of door within 6” of hinge side of door.

2.4 ACCESSORIES

A. Rubber Silencers: Resilient rubber.

2.5 PROTECTIVE COATINGS

A. Bituminous Coating: Fibered asphalt emulsion.

B. Primer: Exposed surfaces shall be cleaned, treated with Bonderite chemical, and given one baked-on shop coat of grey rust inhibiting primer.

2.6 FABRICATION

A. Fabricate unit is rigid, neat, and free from warp or buckle. Fabricate KD or welded as specified. Weld exposed joints continuously; grind, dress, and make smooth, flush, and invisible.

B. Reinforce units to receive surface applied finish hardware.

C. Prepare frame for silencers. Provide three single rubber silencers for single doors and two single silencers on frame head at double doors without mullions.

D. Primer: Air dried.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 017300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

A. Install frames in accordance with SDI-105.

B. Install doors in accordance with DHI.

C. Install doors in accordance with manufacturer's published instructions, of size, and at locations indicated.

D. Coordinate with adjacent wall construction for anchor placement.

E. Field paint doors and frames as specified in Section 09 9113 & 09 9123.

F. The frame is to be mounted to the studding in such a manner to prevent a spreading of the frame from the studs of less than 1/2 inch.

3.3 CONSTRUCTION

A. Interface with Other Work:
   1. Coordinate frame installation with size, location, and installation.
   2. Coordinate with door opening construction, door frame, and door hardware installation.

B. Site Tolerances:
   1. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.4 FIELD QUALITY CONTROL

A. Section 01 4000 - Quality Requirements: Field inspection.

B. Inspect metal door and frame installation, alignment, attachment to structure, and operation.

3.5 ADJUSTING AND CLEANING

A. Adjust hardware for smooth and balanced door movement.

B. Section 01 7300 - Execution: Cleaning installed Work.

Payment for items of work covered under Division 8 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 08 1613
FIBERGLASS DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Aluminum framed; fiberglass reinforced polyester faced doors.
2. Fiberglass door frames.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 08 7100 - Door Hardware.

1.2 SUBMITTALS

A. Shop Drawings: Indicate sizes, materials, thickness, fabrication methods, door reinforcement, anchorage, and installation details.

B. Product Data: Submit manufacturer's Product Data for each item and component proposed for installation.

C. Samples: Submit 6-inch by 6-inch Samples of face sheet finish in each available color. Color as selected by Architect.

D. Test Reports: Submit test reports for face sheet material, indicating compliance with referenced standards.

1.3 QUALITY ASSURANCE

A. Supply hardware to door manufacturer for installation on doors prior to shipment. Provide and distribute copies of Shop Drawings to hardware supplier and obtain hardware supplier’s verification of details and dimensions.

B. Comply with the following as a minimum requirement:

1. ASTM D256 - Determining Izod Pendulum Impact Resistance of Notched Specimens of Plastic.
2. ASTM D570 - Water Absorption of Plastics.
3. ASTM D1242 - Resistance of Plastic Materials to Abrasion.
4. ASTM D2583 - Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.

1.4 DELIVERY, STORAGE AND HANDLING

A. Doors: Provide protective wrapping as required to protect doors and hardware during shipping and storage. Store doors in accordance with manufacturers recommended procedures.

1.5 WARRANTY

A. Provide a five-year manufacturer material warranty.

B. Provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Door Manufacturers:

1. Special-Lite, Inc. SL17.
2. United States Aluminum, FRP Flush Panel Door.
3. Commercial Door Systems, F200 Narrow Stile FRP door.
4. Equal.

B. Frame Manufacturers:

1. Oshkosh Door Company, Cor-Guard.
2. Chem-Pruf Door Company.
3. Corrim Company.
4. Equal.

2.2 MATERIALS

A. Stiles and rails shall be aluminum alloy with steel tie rod connections.

B. Face sheets shall be full thickness color-bonded fiberglass-reinforced polyester with a pebble-like finish.

C. Core shall be poured in place urethane foam to provide an integral door assembly.

2.3 DOOR CONSTRUCTION

A. Doors: 1 ¾-inch thick, constructed of aluminum alloy rails and stiles, joined with steel tie rods.

B. Core: Foamed-in-place urethane.

C. Face Sheets: Fiberglass-reinforced polyester, 0.120 inch thick, with pebble-like finish. Color shall be permanently bonded through the full thickness of the fiberglass face sheet.

D. Provide reinforcement for finish hardware items. Mortise, drill, and tap to template requirements for mortise type hardware. Reinforcement shall be installed before foam core is installed.

E. Pull Handle: Recessed pull handle, as selected by the Architect.

2.4 FRAME CONSTRUCTION

A. Reinforced, fiberglass reinforced polymer (FRP).

PART 3 - EXECUTION

3.1 DOOR INSTALLATION

A. Install doors in accordance with manufacturer's instructions and as indicated on the Drawings.

B. Adjust operable parts for correct function.

3.2 CLEAN UP

A. Remove rubbish, waste and debris and legally dispose of off the Project site.

3.3 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 08 3100
ACCESS DOORS AND PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fire-resistive rated access door and frame units.
   2. Non-fire-resistive rated access door and frame units.
   3. Wall and ceiling locations.

B. Related Documents: The Contract Documents, as defined in Division 1 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 SUBMITTALS

A. Division 1 - Submittal Procedures: Procedures for submittals.
   1. Product Data: Sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
   2. Shop Drawings: Indicate exact position of all access door units.

B. Section 01 7704 - Closeout Procedures and Training: Procedures for closeout submittals.
   1. Project Record Documents: Accurately record the following:
      a. Actual locations of all access units.

1.3 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.
   2. Installer: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect Products.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturer's offering Products which may be incorporated in the Work include the following:
   1. J.L. Industries, Bloomington, MN (612) 835-6850. (800) 554-6077.
   2. Karp, Maspeth, NY (800) 888-4212.
   3. Larsen's Manufacturing Company, Minneapolis, MN (800) 527-7367.
   4. Milcor, Holland, OH (800) 861-6452.

B. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.2 ACCESS DOORS

A. Non-Fire-Rated: 20 gage recessed steel panel doors to accept field finish of drywall.

B. Fire-Rated Models: 14 gage recessed steel panel doors to accept field finish of drywall.

2.3 FABRICATION

A. Fabricate frames and flanges of 0.058-inch steel.

B. Fabricate door panels of 0.070-inch single thickness steel sheet.

C. Weld, fill, and grind joints to ensure flush and square unit.

D. Hardware:
   1. Hinge: 175-degree stainless steel piano hinge heavy duty type concealed constant force closure spring type.
   2. Lock: Screwdriver slot for quarter turn cam lock unit.

2.4 FINISHES

A. Base Metal Protection: Prime coat units with alkyd primer. Color as noted on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7300 - Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
   1. Verify that rough openings for door and frame are correctly sized and located.

C. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

A. Install units in accordance with manufacturer's published instructions where indicated on Drawings and required for access.

B. Install frames plumb and level in opening. Secure rigidly in place.

C. Position unit to provide convenient access to concealed work requiring access.

3.3 CONSTRUCTION

A. Interface with Other Work: Coordinate with mechanical, electrical, and other Work requiring access units.

END OF SECTION

SECTION 08 4113
ALUMINUM ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aluminum entrance doors.
   2. Aluminum storefronts

B. Related Documents: The Contract Documents, as defined in Section 01 1000-Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 06 1000 - Rough Carpentry: Wood jamb and head trim.
   2. Section 08 7100 - Door Hardware: Hardware for same, and coordination.
   3. Section 08 8000 - Glazing: Requirements for glazing.

1.2 REFERENCES

A. Aluminum Association (AA):
   1. AA-M12 C22 A41.

B. American Architectural Manufacturers Association (AAMA):
   1. AAMA 605.2.
   2. AAMA 701.2.
   3. AAMA - Curtain Wall Manual #10

C. American Society for Testing and Materials (ASTM):
   1. ASTM B209.
   2. ASTM B221.
   3. ASTM A36/A36M.
   4. ASTM A386.

1.3 SYSTEM DESCRIPTION

A. Aluminum entrances and storefront system includes tubular aluminum sections, shop fabricated, factory finished, glass and infill, related flashings, anchorage, and attachment devices. System is to be glazed from the interior or exterior.

1.4 SUBMITTALS

A. Section 01 3300 – Submittal Procedures; Shop Drawings, Product Data, Samples:
   1. Product Data:
      a. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
   2. Shop Drawings:
      a. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work and expansion and contraction joint location and details.
   3. Samples:
      a. Aluminum Extrusions: Submit one sample 12 inches (300 mm) long in size illustrating finished aluminum surface.
      b. Glazing: Submit one sample 12 x 12 inches (300 x 300 mm) in size illustrating finished aluminum glass units, and glazing materials.
   4. Assurance/Control Submittals:
      a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
      b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

B. Section 01 7000 – Execution and Closeout Procedures for closeout submittals.
   1. Special Warranty: Submit written special warranty with forms completed in Owner name and registered with manufacturer as specified in this Section.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years' documented experience.
   2. Installer: Company specializing in performing the Work of this Section with a minimum of 5 years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 – Product Requirements: Transport, handle, store, and protect Products.

B. Handle Products of this section in accordance with AAMA - Curtain Wall Manual #10.

C. Protect finished aluminum surfaces with strippable coating. Do not use adhesive papers or spray coatings which bond when exposed to sunlight or weather.

1.7 PROJECT CONDITIONS OR SITE CONDITIONS

A. Jobsite Requirements:
   1. Install sealants and glazing only when the temperature is 40 degrees F. or greater.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Energy Efficiency:
   1. Exterior framing system: Provide frame with thermal break for exterior framing systems; provide weather-stripping for doors in exterior frame.

1.9 WARRANTY

A. Section 01 7000 –Execution and Closeout Procedures: Procedures for closeout submittals.

B. Special Warranty:
   1. The manufacturer/installer shall warrant the product and installation to be free from defective material and workmanship for a period of two years after date of substantial completion and shall replace or repair any defective component or system, in whole or part, as necessary to restore the product to its original intended state and integrity.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
   1. Kawneer Company, Incorporated, Atlanta, GA
   2. Other acceptable manufacturers offering equivalent products.
      a. Assa Abloy
      b. Amarlite Architectural Aluminum and Glass Co
      c. EFCO Corporation; Monett, MO
      d. U.S. Aluminum Corporation, Waxahachie, TX
   3. Section 01 6000 - Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.2 MATERIALS

A. Extruded Aluminum: ASTM B221.

B. Sheet Aluminum: ASTM B209.

C. Steel Sections: ASTM A36/A36M; shaped to suit a million sections.

D. Fasteners: Stainless steel.

2.3 COMPONENTS

A. Framing System: Trifab VG 451T framing system Center Set – Screw Spline Assembly – Outside Glazed (1“ infill), by Kawneer, 2-inch x 4-1/2-inch nominal dimension, minimum wall thickness of 0.080-inch, extruded aluminum flush glazed framing system with thermal break.

B. Receptor Channel: Model No. 450-038 and 65-025, by Kawneer Company, Inc. Finish to match that of storefront system.

2.4 GLASS AND GLAZING MATERIALS

A. Glazing Materials: As specified in Section 08 8000.

B. Glazing Gaskets:
1. Manufacturer's standard compression types
2. Replaceable, extruded EPDM rubber

C. Spacers and Setting Blocks:
1. Manufacturer's standard elastomeric type

D. Bond-Breaker Tape:
1. Manufacturer's standard TFE-fluorocarbon or polyethylene material to which sealants will not develop adhesion.

E. Glazing Sealants for structural-sealant-glazed systems as recommended by manufacturer for joint type, and as follows:
1. Structural Sealant:
   a. ASTM C 1184
   b. Single-component neutral-curing silicone formulation that is compatible with the system components with which it comes in contact
   c. Specifically formulated and tested for use as structural sealant and approved by a structural-sealant manufacturer for use in the aluminum-framed systems indicated
   d. Color: Black
2. Weather seal sealant:

a. ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and O
b. Single-component neutral-curing formulation that is compatible with the structural sealant and other system components with which it comes in contact
c. Recommended by structural-sealant, weather seal-sealant, and aluminum-framed-system manufacturers for this use
d. Color: Matching structural sealant

2.5 ENTRANCE DOORS

A. Doors: Series 350 swing door, medium stile, by Kawneer Company, Inc. Door sizes indicated on Drawings.
1. Vertical Stile: 3-1/2-inch, single piece.
2. Top Rail: 3-1/2-inch, single piece.
3. Bottom Rail: 10-inch, single piece.
4. Dual glazing: 1/4-inch-thick units per Section 08 8000, with standard bevel glass stops.

2.6 SEALANT MATERIALS

A. Sealant and Backing Materials:
1. Perimeter Sealant: Type as specified in Section 07 9200.
2. Sealant Used Within System (Not Used for Glazing): Type as specified in Section 07 9200.

2.7 HARDWARE

A. Verification of hardware components specified in Section 08 7100.

2.8 FINISHES

A. Exposed Aluminum Surfaces: Architectural Class I anodic coating, AA-M12 C22 A44, Clear Anodize, unless otherwise indicated on Drawings.

B. Maintain same color range on doors, frames, and other components. Do not mix light and dark shades.

C. Concealed Steel Items: Galvanized in accordance with ASTM A386 to 2.0 oz/sq. ft.

D. Apply two coats of bituminous paint to concealed aluminum and steel surfaces in contact with cementitious or dissimilar materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Division 1: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION

A. Install wall system and fixed windows in accordance with manufacturer's instructions.

B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.

C. Provide alignment attachments and shims to permanently fasten system to building structure.

D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

E. Install glass in accordance with Section 08 8000.

F. Install perimeter sealant, backing materials, and installation criteria in accordance with Section 07 9200.

G. Install hardware using templates provided. Refer to Section 08 7100 for installation requirements.

3.3 ADJUSTING

A. Section 01 6000 – Product Requirements: Adjusting installed work.

B. Adjust operating hardware and sash for smooth operation.

3.4 CLEANING

A. Section 01 7000 – Execution and Closeout Procedures: Cleaning installed work.

B. Remove protective material from pre-finished aluminum surfaces.

C. Wash down exposed surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.

D. Remove excess sealant by method acceptable to sealant manufacturer.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes Mechanical door hardware

B. Related Sections:

1. Division 06 Section “Rough Carpentry”
2. Division 08 sections for doors and frames with hardware specified in this section.
3. Division 09 sections for touchup, finishing or refinishing of existing openings modified by this section.

1.2 REFERENCES

A. UL, LLC

1. UL 10B - Fire Test of Door Assemblies
2. UL 10C - Positive Pressure Test of Fire Door Assemblies
3. UL 1784 - Air Leakage Tests of Door Assemblies
4. UL 305 - Panic Hardware

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Keying Systems and Nomenclature
4. Installation Guide for Doors and Hardware

C. NFPA – National Fire Protection Association

1. NFPA 70 – National Electric Code
2. NFPA 80 – 2016 Edition – Standard for Fire Doors and Other Opening Protectives
3. NFPA 101 – Life Safety Code
4. NFPA 105 – Smoke and Draft Control Door Assemblies
5. NFPA 252 – Fire Tests of Door Assemblies

D. ANSI - American National Standards Institute

1. ANSI A117.1 – 2017 Edition – Accessible and Usable Buildings and Facilities
2. ANSI/BHMA A156.1 - A156.29, and ANSI/BHMA A156.31 - Standards for Hardware and Specialties

3. ANSI/BHMA A156.28 - Recommended Practices for Keying Systems
4. ANSI/WDMA I.S. 1A - Interior Architectural Wood Flush Doors
5. ANSI/SDI A250.8 - Standard Steel Doors and Frames

1.3 SUBMITTALS

A. Submit in accordance with Conditions of Contract and Division 01 Submittal Procedures.

1. Product Data: Submit technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Riser and Wiring Diagrams: After final approval of hardware schedule, submit details of electrified door hardware, indicating:
3. Door Hardware Schedule: Submit hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule published by DHI. Indicate complete designations of each item required for each door or opening, include all notes and operational descriptions from hardware groups.
4. Key Schedule: After Keying Conference, provide keying schedule that includes levels of keying, explanations of key system's function, key symbols used, and door numbers controlled. Use ANSI/BHMA A156.28 “Recommended Practices for Keying Systems” as guideline for nomenclature, definitions, and approach for selecting optimal keying system.
5. Templates: After final approval of hardware schedule, provide for doors, frames and other work specified to be factory or shop prepared for door hardware installation.
6. Inspection and Testing: Submit written reports of the results of functional testing and inspection for fire door assemblies, in compliance with NFPA 80 and NFPA 101.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Supplier: Recognized architectural hardware supplier with record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project.
2. Installer: Qualified tradesperson skilled in the application of commercial grade hardware with experience installing door hardware similar in quantity, type, and quality as indicated for this Project.

B. Certifications:

1. Fire-Rated Door Openings: Provide door hardware for fire-rated openings that complies with NFPA 80, UL 10C, and requirements of authorities having jurisdiction.
2. Smoke and Draft Control Door Assemblies: Provide door hardware that meets requirements of assemblies tested according to UL 1784 and NFPA 105.
3. Accessibility Requirements: This project must comply with all Federal Americans with Disability Act regulations and all Local Accessibility Regulations.

C. Pre-Installation Meetings

1. Keying Conference: Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including:
2. Pre-installation Conference: Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays. Coordinate door hardware with other related suppliers.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site. Promptly replace products damaged during shipping. Deliver keys to manufacturer of key control system for subsequent delivery to Owner

B. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace, or repair products damaged during Work. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.

1.6 COORDINATION

A. Installation Templates: Distribute doors, frames, and other work specified to be factory or shop prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

B. Security: Coordinate installation of door hardware, keying, and access control with Owner's security consultant. Coordinate layout and installation of electrified door hardware with connections to power supplies and building safety and security systems.

C. Existing Openings: Where existing doors, frames and/or hardware are to remain, field verify existing functions, conditions and preparations and coordinate to suit opening conditions and to provide proper door operation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Provide products from manufacturers listed in hardware groups. Additional alternate products require prior written approval from Owner and are contingent upon those products providing all functions, features, and meeting all requirements of scheduled manufacturer's product.

2.2 MATERIALS

A. Provide hardware with options specified in the hardware sets, fasteners provided by hardware manufacturer, strikes provided by hardware manufacturer, drop plates, special templates, and other devices necessary for proper hardware installation.

B. Provide necessary fillers, Dutchmen, reinforcements, and fasteners, compatible with existing materials, as required for mounting new opening hardware and to cover existing door and frame preparations. When modifying existing fire-rated openings, provide materials permitted by NFPA 80 as required to maintain fire-rating.

C. Provide each electrified hardware item and wire harnesses with enough and wire gauge with standardized Molex plug connectors to accommodate electric function of specified hardware.

2.3 HINGES: IVES 3CB SERIES

A. Provide 3-knuckle concealed bearing hinges conforming to ANSI/BHMA A156.1. Provide hinges in the size, quantity, weight, and base metal according to manufacturer's published recommendations. Provide non-removable pins at out-swinging lockable doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.

2.4 FLUSH BOLTS: IVES

A. Provide 12 inch (305 mm) steel or brass rods at doors up to 90 inches (2286 mm) in height. For doors over 90 inches (2286 mm) in height increase top rods by 6 inches (152 mm) for each additional 6 inches (152 mm) of door height. Provide dust-proof strikes at each bottom flush bolt.

2.5 COORDINATORS: IVES

A. Where pairs of doors are equipped with automatic flush bolts, an astragal, or other hardware that requires synchronized closing of the doors, provide bar-type coordinating device, surface applied to underside of stop at frame head. Provide filler bar of correct length for unit to span entire width of opening, and appropriate brackets.

2.6 MORTISE LOCKS: SCHLAGE L9000 SERIES

A. Provide mortise locks conforming to ANSI/BHMA A156.13 Series 1000, Grade 1, and UL Listed for 3-hour fire doors.

2.7 SLIDING DOOR LOCKS: ACCURATE

A. Provide mortise sliding door locks with standard 2-3/4 inches (70 mm) backset.

2.8 EXIT DEVICES: VON DUPRIN 98/35A SERIES

A. Provide smooth touchpad exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware. Touchpad must extend a minimum of one half of door width. Provide exit devices cut to door width and height with flush end caps. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.9 EXIT DEVICES: VON DUPRIN 99/33A SERIES

A. Provide grooved touchpad exit devices tested to ANSI/BHMA A156.3 Grade 1 and UL listed for Panic Exit or Fire Exit Hardware. Touchpad must extend a minimum of one half of door width. Provide exit devices cut to door width and height with flush end caps. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.

2.10 CYLINDERS

A. Scheduled Manufacturer and Product: **existing key system**

B. Provide cylinders/cores to match existing key system compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset; manufacturer's series as indicated. Refer to "KEYING" article, herein. Consult building locksmith for existing key system information.

2.11 KEYING:

A. **EXISITING SYSTEM:** Provide cylinders/cores keyed into Owner's existing keying system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference. **Contact: Raymond Velasco**

B. As Directed by Owner: Provide permanent cylinders/cores keyed by the manufacturer according to the Master Keying system and forward to Owner separately from keys. Forward bitting list and keys separately from cylinders in proper quantities. Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts. Failure to comply with these requirements will cause replacement of cylinders/cores/keys involved at no additional cost to Owner.

   a. 5 keys per change
   b. 5 master keys
   c. 3 control keys

2.12 SURFACE CLOSERS: LCN 4040XP SERIES

A. Provide cast iron door closers conforming to ANSI/BHMA A156.4 Grade 1 requirements by BHMA certified independent testing laboratory.

2.13 DOOR TRIM: IVES

A. Provide push plates, push bars, pull plates, pulls, and hands-free reversible door pulls with diameter and length as scheduled.

2.14 PROTECTION PLATES: IVES

A. Provide protection plates with beveled four edges as scheduled. Size plates 2 inches (51 mm) less width of door on single doors, pairs of doors with a mullion, and doors with edge guards. Size plates 1 inch (25 mm) less width of door on pairs without a mullion or edge guards. At fire rated doors, provide protection plates over 16 inches high with UL label.

2.15 OVERHEAD STOPS AND OVERHEAD STOP/HOLDERS: GLYNN-JOHNSON

A. Provide overhead stop at doors where specified and where conditions do not allow for a wall stop or floor stop presents tripping hazard.

2.16 DOOR STOPS AND HOLDERS: IVES

A. Provide door stops at each door leaf. Provide wall stops wherever possible. Provide concave type where lockset has a push button of thumbturn. Where a wall stop cannot be used, provide universal floor stops. Where wall or floor stop cannot be used, provide overhead stop. Provide roller bumper where doors open into each other, and overhead stop cannot be used.

2.17 THRESHOLDS, WEATHERSTRIPPING, AND GASKETING: ZERO INTERNATIONAL

A. Provide thresholds, weather-stripping, and gasketing systems as specified and per architectural details. Match finish of other items. Where smoke- and draft-control door assemblies are required, provide door hardware that meets requirements of assemblies tested according to UL 1784 and installed in compliance with NFPA 105.

2.18 SILENCERS: IVES

A. Provide "push-in" type silencers for hollow metal or wood frames. Provide one silencer per 30 inches (762 mm) of height on each single frame, and two for each pair frame. Omit where gasketing is specified.

2.19 BARN DOOR HARDWARE: SCHLAGE

A. Provide complete sets of sliding door hardware as recommended by manufacturer for door type and weight. Include track, channels, brackets, hangers, fasteners, guides, pulls, stops, and other hardware as required for complete installation.

2.20 FINISHES

A. Provide hardware with finishes as indicated in hardware sets.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance. Verify doors, frames, and walls have been properly reinforced for hardware installation. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation. Submit a list of deficiencies in writing and proceed with installation only after unsatisfactory conditions have been corrected.

B. Field verify existing doors and frames receiving new hardware and existing conditions receiving new openings. Verify that new hardware is compatible with existing door and frame preparation and existing conditions.

3.2 PREPARATION

A. Where on-site modification of doors and frames is required, prepare hardware locations, and reinstall in accordance with installation requirements for new door hardware and with:

1. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
2. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."
3. Doors in rated assemblies: NFPA 80 for restrictions on on-site door hardware preparation.

3.3 INSTALLATION

A. Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.
3. Interior Architectural Wood Flush Doors: ANSI/WDMA I.S. 1A
4. Installation Guide for Doors and Hardware: DHI TDH-007-20

B. Install door hardware in accordance with NFPA 80, NFPA 101 and provide post-install inspection, testing as specified in section 1.03.E unless otherwise required to comply with governing regulations.

C. Install hardware in compliance with manufacturer's instructions and recommendations, using only fasteners provided by manufacturer. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

D. Lock Cylinders: Install construction cores to secure building and areas during construction period. Replace construction cores with permanent cores as indicated in keying section. Furnish permanent cores to Owner for installation.

E. Key Control System: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.

F. Door Closers: Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Mount closers so they are not visible in corridors, lobbies and other public spaces unless approved by Architect.

G. Stops: Do not mount floor stops where they may impede traffic or present tripping hazard.

3.4 FIELD QUALITY CONTROL

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

B. Clean adjacent surfaces soiled by door hardware installation. Clean operating items per manufacturer's instructions to restore proper function and finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.5 DOOR HARDWARE SCHEDULE

A. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

B. Discrepancies, conflicting hardware, and missing items are to be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application.

C. Hardware items are referenced in the following hardware schedule. Refer to the above specifications for special features, options, cylinders/keying, and other requirements.

D. Hardware Sets:

120509 OPT0391364 Version 1

Legend:
Link to catalog cut sheet
Electrified Opening

Hardware Group No. 01 - HDWR BY MFR

For use on Door #(s):
18

Provide each RU door(s) with the following:

QTY	DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1		HARDWARE BY DOOR MANUFACTURER		

Hardware Group No. 02 - AL PR EXT

For use on Door #(s):
1 2

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	112XY		628	IVE
1	EA	PANIC HARDWARE	AX-9849-EO-LBL		626	VON
1	EA	PANIC HARDWARE	AX-9849-NL-OP-110MD-LBL		626	VON
1	EA	FSIC CORE	23-030		626	SCH
2	EA	90 DEG OFFSET PULL	8190HD 10"		630	IVE
2	EA	SURFACE CLOSER	4040XP SCUSH		689	LCN
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1		SEALS	BY DOOR MANUFACTURER			B/O
2	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

Hardware Group No. 03 - STOREROOM O/S PR

For use on Door #(s):
3 14

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	AUTO FLUSH BOLT	FB31P		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	COORDINATOR	COR X FL X MB		628	IVE
2	EA	SURFACE CLOSER	4040XP CUSH		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
2	EA	SILENCER	SR64		GRY	IVE

Hardware Group No. 03A - STOREROOM O/S EXT PR

For use on Door #(s):
9 10 17

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1HW 4.5 X 4.5 NRP		630	IVE
1	EA	AUTO FLUSH BOLT	FB31P		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	LOCK GUARD	LG13		630	IVE
1	EA	COORDINATOR	COR X FL X MB		628	IVE
2	EA	SURFACE CLOSER	4040XP CUSH		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1	SET	GASKETING	50AA-S		AA	ZER
2	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

Hardware Group No. 03B - STOREROOM I/S PR

For use on Door #(s):
13

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	AUTO FLUSH BOLT	FB31P		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	COORDINATOR	COR X FL X MB		628	IVE
2	EA	OH STOP	450S RH DOOR		652	GLY
2	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	FLUSH CEILNG MTG PLATE	4040XP-18G (AS REQ.)		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV LH DOOR		630	IVE
2	EA	SILENCER	SR64		GRY	IVE

Hardware Group No. 03C - STOREROOM O/S PR EXIST

For use on Door #(s):
E2

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	AUTO FLUSH BOLT	FB31P		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	COORDINATOR	COR X FL X MB		628	IVE
2	EA	SURFACE CLOSER	4040XP CUSH		689	LCN
2	EA	KICK PLATE	8400 10" X 1" LDW B-CS		630	IVE
1	EA	GASKETING	488SBK PSA OMIT IF NOT FR		BK	ZER
2	EA	SILENCER	SR64		GRY	IVE

FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING HARDWARE AS REQ.

Hardware Group No. 04 - AL AUTO OPERATOR SOLA BACKUP OFFICE

For use on Door #(s):
4

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
1	EA	CONT. HINGE	112XY		628	IVE
1	EA	ENTRANCE/OFFICE LOCK W/ INSIDE INDICATOR	ND50RD RHO IS-LOC		626	SCH
1	EA	ELECTRIC STRIKE	6400 FSE 12/24 VAC/VDC		630	VON
1	EA	SURF. AUTO OPERATOR	9530/9540 SERIES		ANCL R	LCN
4	EA	ACTUATOR, TOUCH	8310-852		630	LCN
1	EA	POWER SUPPLY	SOLA			LCN
1	EA	WALL STOP	WS406/407CCV		630	IVE
1		SEALS	BY DOOR MANUFACTURER			B/O
1	EA	POWER SUPPLY	PS902 900-4RL 900-BBK 120/240 VAC			VON

Hardware Group No. 05 - HM DUTCH DOOR EXT

For use on Door #(s):
5

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5	630	IVE
1	EA	DUTCH DOOR BOLT	054	626	IVE
1	EA	ENTRANCE/OFFICE LOCK W/ INSIDE INDICATOR	ND50RD RHO IS-LOC	626	SCH
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	FLOOR STOP	FS13/17	626	IVE
1	EA	WALL STOP	WS406/407CCV	630	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED	AA	ZER
1	SET	GASKETING	50AA-S	AA	ZER
1	EA	DOOR SWEEP	39A	A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED	A	ZER

SHELF BY DUTCH DOOR MFR

Hardware Group No. 06 - RESTROOM EXT

For use on Door #(s):
6 8

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5		630	IVE
1	EA	CLASSROOM LOCK	ND70RD RHO		626	SCH
1	EA	LOCK GUARD	LG13		630	IVE
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1	SET	GASKETING	50AA-S		AA	ZER
1	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

Hardware Group No. 07 - HM I/S EXT STOREROOM

For use on Door #(s):
7

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	LOCK GUARD	LG13		630	IVE
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1	SET	GASKETING	50AA-S		AA	ZER
1	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

Hardware Group No. 08 - HM STOREROOM FR O/S WS

For use on Door #(s):
11 12

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER

Hardware Group No. 09 - RESTROOM I/S

For use on Door #(s):
15 16

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	CLASSROOM LOCK	ND70RD RHO		626	SCH
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	MOP PLATE	8400 4" X 1" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
3	EA	SILENCER	SR64		GRY	IVE

Hardware Group No. 10 - JANITOR EXISTING

For use on Door #(s):
E1

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5		652	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	WALL STOP	WS406/407CCV		630	IVE
1	EA	GASKETING	488SBK PSA OMIT IF NON FR		BK	ZER
3	EA	SILENCER	SR64		GRY	IVE

FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING HARDWARE AS REQ.

Hardware Group No. 11 - EXTERIOR HM EXISTING

For use on Door #(s):
E3

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
3	EA	HINGE	5BB1HW 4.5 X 4.5 NRP		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ		689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS		630	IVE
1	EA	FLOOR STOP	FS444		626	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1	SET	GASKETING	50AA-S		AA	ZER
1	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING HARDWARE AS REQ.

Hardware Group No. 12 - EXIST HM EXT PR

For use on Door #(s):
E4

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
6	EA	HINGE	5BB1HW 4.5 X 4.5 NRP		630	IVE
1	EA	AUTO FLUSH BOLT	FB31P		630	IVE
1	EA	STOREROOM LOCK	ND80RD RHO		626	SCH
1	EA	COORDINATOR	COR X FL X MB		628	IVE
1	EA	SURFACE CLOSER	4040XP REG OR PA AS REQ LHR LEAF		689	LCN
1	EA	SURFACE CLOSER	4040XP SCUSH RHR LEAF		689	LCN
2	EA	KICK PLAT	8400 10" X 1" LDW B-CS		630	IVE
1	EA	FLOOR STOP	FS444		626	IVE
1	EA	RAIN DRIP	142AA - OMIT AT COVERED		AA	ZER
1	SET	GASKETING	50AA-S		AA	ZER
2	EA	DOOR SWEEP	39A		A	ZER
1	EA	THRESHOLD	545A OR AS DETAILED		A	ZER

FIELD VERIFY EXISTING CONDITIONS BEFORE ORDERING HARDWARE AS REQ.

END OF SECTION

SECTION 08 8000
GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Insulated tempered glass units, low E.
   2. Tempered glass units, low E.

B. Related Documents: The Contract Documents, as defined in Section 01 010 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 08 1113 – Hollow Metal Doors and Frames.
   2. Section 08 4113 – Aluminum Entrances and Storefronts

1.2 REFERENCES

A. American National Standards Institute (ANSI):
   1. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.

B. American Society for Testing and Materials (ASTM):
   1. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
   2. ASTM C1036 - Standard Specification for Flat Glass.
   3. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass-Kind HS, Kind FT Coated and Uncoated Glass.
   4. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications.
   5. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.

C. Consumer Product Safety Standards for Architectural Glazing. CPSC 16 CFR, Part 1201.

D. Flat Glass Marketing Association (FGMA):
   1. FGMA - Glazing Manual and Glazing Sealing Systems Manual.

1.3 SUBMITTALS

A. Section 01 3300 – Submittal Procedures: Procedures for submittals.
   1. Product Data:

a. Glass: Structural, physical, and environmental characteristics, size limitations, special handling, or installation requirements.
b. Glazing compound: Provide chemical, functional, and environmental characteristics, limitations, special application requirements.

2. Samples:
a. Glazing: Submit one sample 12 x 12 inches (300 x 300 mm) in size of each type of glazing, illustrating tinting, and finish of glazing materials. Label each sample indicating kind, quality, and manufacturer.

3. Assurance/Control Submittals:
a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

B. Section 01 7704 – Closeout Procedures and Training: Procedures for closeout submittals.
1. Submit written special warranty with forms completed in Owner name and registered with manufacturer as specified in this section.

1.4 QUALITY ASSURANCE

A. Identification: Each unit of tempered glass shall be permanently identified by the manufacturer. The identification shall be etched, or ceramic fired on the glass and be visible when the unit is glazed.

B. Perform Work in accordance with FGMA Glazing Manual.

C. Installer Qualifications: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 – Product Requirements: Transport, handle, store, and protect Products.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

A. Environmental Requirements:
1. Do not install glazing when ambient temperature is less than 40 degrees F.
2. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.7 WARRANTY

A. Section 01 7704 - Closeout Procedures and Training: Procedures for closeout submittals.

B. Special Warranty:

1. Include coverage for cracking, breakage, and replacement of same.
   a. Warranty Period: 1 year.
2. Include coverage for sealed glass units from seal failure interpane dusting or misting, and replacement of same.
   a. Warranty Period: 10 years

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
1. Pilkington Libbey-Owens-Ford, Toledo, OH (800)221-0444.
2. PPG Industries, Pittsburgh, PA (412) 434-2858 (800) 377-5267.
3. Viracon, Owatonna, MN (800) 533-2080.
4. OR Equal

B. Section 01 6000 – Product Requirements: Product options and substitutions. Substitutions: Permitted.

2.2 GLASS MATERIALS

A. Glass Type 1 - Insulated Glass Units, Low E: Double pane units with inner pane of clear annealed glass and outer pane of tinted annealed glass and film of anti-graffiti film. Coating on inner side of outer panel.
1. Where required by code, provide Glass Type 2 (tempered).
2. Provide anti-graffiti film on exterior side of glass on exterior windows only.
3. Glass Thickness, Inner: 1/4 inch (6 mm).
4. Glass Thickness, Outer: 1/4 inch (6 mm.
5. Tint Color: Gray
6. Visible Reflectance: Maximum 15 percent
7. Visible Transmittance: Minimum 65 percent
8. Unit Thickness: 1 1/2-inch (25 mm) IGU thickness units. 1/4 inch (6 mm) thick, clear inner pane with film on the glass. 1/4 inch (6 mm) thick, tinted outer pane. 1-inch (12 mm) air space between panes.

B. Glass Type 2 - Insulated Tempered Glass Units, Low E: Double pane units with inner pane of clear tempered glass and outer pane of tinted tempered glass and film of anti-graffiti film. Coating on inner side of outer panel.
   1. Where required by code, provide Glass Type 2 (tempered).
   2. Provide anti-graffiti film on exterior side of glass on exterior windows only.
   3. Glass Thickness, Inner: 1/4 inch (6 mm).
   4. Glass Thickness, Outer: 1/4 inch (6 mm.
   5. Tint Color: Gray
   6. Visible Reflectance: Maximum 15 percent
   7. Visible Transmittance: Minimum 65 percent
   8. Unit Thickness: 1 inch (25 mm) thick units. 1/4 inch (6 mm) thick, clear inner pane. 1/4 inch (6 mm) thick, tinted outer pane with anti-graffiti film. 1/2-inch (12 mm) air space between panes.

2.3 GLAZING COMPOUNDS

A. Polysulphide Sealant: Two component, chemical curing, non-sagging type; cured Shore A hardness of 15-25.

B. Silicone Sealant: Single component, chemical curing; capable of water immersion without loss of properties; non-bleeding, non-staining; cured Shore A hardness of 15-25.
   1. Color: Clear.

C. Acrylic terpolymer compounded especially for glazing, non-hardening, non-staining, and non-bleeding.

2.4 GLAZING ACCESSORIES

A. Setting Blocks: Resilient blocks of 70 to 90 Shore A durometer hardness; compatible with glazing sealant.

B. Spacers: Resilient blocks of 40 to 50 Shore A durometer hardness; self-adhesive on one side; compatible with glazing sealant.

C. Filler Rods: Closed cell or jacketed foam rods of polyethylene, butyl, neoprene, polyurethane, or vinyl; compatible with glazing sealant.

D. Joint Cleaners, Primers, and Sealers: As recommended by glazing sealant manufacturer.

E. Gaskets: ASTM D2000, SBC 415 to 3BC 620; extruded or molded neoprene or EPDM, black.

F. Mastic: Non-solvent type adhesive as recommended by mirrored glass manufacturer.

G. Glazing Tape: Poly-isobutylene based sealant tape, conforming to AAMA 804.1, with adhesive on one side protected by temporary paper cover, Extru-Seal manufactured by Pecora Corp., No. 303 by Protective Treatments, Inc., or equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
   1. Verify that openings for glazing are correctly sized and within tolerance.
   2. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

B. Report in writing to Project Manager prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

A. Clean contact surfaces with solvent and wipe dry.

B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.

C. Prime surfaces scheduled to receive sealant.

3.3 GLAZING

A. Locate setting blocks at quarter points of sill; set in sealant if heel or toe bead is required.

B. Install spacers inside and out except where pre-shimmed tape or glazing gaskets are to be used.

C. Set each piece in a series to other pieces in pattern draw, bow, or other visually perceptible characteristics.

D. Provide glazing sealants and gaskets as required for glazing application. Coordinate with other Sections for material compatibility.

E. Gaskets:
   1. Provide adequate anchorage, particularly for driven-in wedge gaskets.
   2. Miter and weld end of channel gaskets at corners to provide continuous gaskets.
   3. Seal face gaskets at corners with sealant to close opening and prevent withdrawal of gaskets from corners.

F. Do not leave voids in glazing channels except as specifically indicated or recommended by glass manufacturer. Force sealant into channel to eliminate voids. Tool exposed surfaces to slight wash away from joint. Trim and clean promptly.

G. Do not allow sealant to close weeps of aluminum framing.

H. Provide filler rod where sealants are used in the following locations:
   1. Head and jamb channels.
   2. Colored glass over 75 united inches in size.
   3. Clear glass over 125 united inches in size.

3.4 CONSTRUCTION

A. Interface with Other Work: Coordinate glazing with installation of entrances specified in Section 08 11130 Hollow Metal Doors and Frames and 08 4113 Aluminum Entrances and Storefronts.

3.5 FIELD QUALITY CONTROL

A. Section 01 4000 - Quality Requirements: Field testing and inspection.

B. Inspect preparation and installation of glass.

3.6 CLEANING

A. Section 01 7300 – Execution: Cleaning.

B. Remove glazing materials from finish surfaces.

C. Remove labels after Work is complete.

D. Clean glass and adjacent surfaces.

3.7 PROTECTION

A. Section 01 4000 – Quality Requirements: Completion and Inspection.

B. After installation, mark pane with an 'X' by using removable plastic tape or paste. Do not mark reflective or Spandrel glass units.

END OF SECTION

SECTION 08 6000
SKYLIGHTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, material, and services required to complete fabrication and shipment of skylights as specified herein.

B. Work is limited to skylight system only and includes the following.
   1. Thermal aluminum vinyl frame system.
   2. Glazing and glazing gaskets.
   3. Factory installation or installation by factory approved contractor with site supervision as required.

1.2 RELATED SECTIONS

A. Section 07 6000 - Flashing and Sheet Metal.

B. Section 07 9200 - Joint Sealants.

C. Section 08 8000 - Mirrored Glass Glazing.

1.3 REFERENCES

A. Aluminum Association (AA) M12C22A41 - Anodized Plus Finish.

B. Aluminum Association (AA) M12C22A32/A34 - Color anodized: Class II, Color Anodic Finish.

C. American Architectural Manufacturer's Association (AAMA) 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.

D. Architectural Aluminum manufacturers Association (AAMA) 607.1 - Voluntary Guide Specifications and Inspection Methods for Clear Anodic Finishes for Architectural Aluminum.

E. Architectural Aluminum Manufactures Association (AAMA) 612 - Voluntary Specifications and Performance Requirements and Test Procedures for Combined Coatings of Anodic Oxide and Transparent Coatings on Architectural Aluminum, for Finishes such as Anodized Plus.

F. American Society for Testing and Materials (ASTM) B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

G. American Society for Testing and Materials (ASTM) C1048 - Standard Specification for Heat-Treated Flat Glass Kind HS, Kind FT Coated and Uncoated Glass.

H. American Society for Testing and Materials (ASTM) E331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors

by Uniform Static Air Pressure Difference.

I. American Society for Testing and Materials (ASTM) E773 - Standard Test Method for Accelerated Weathering of Sealed Insulating Glass Units.

J. American Society for Testing and Materials (ASTM) E774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units.

K. AWS Structural Welding Code.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 3000.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Indicate materials, finishes and installation procedures recommended by manufacturer.
4. Indicate compliance with specified design criteria.
5. Indicate compliance with performance requirements.
6. Include product specific glazing details.

C. Shop Drawings:
1. Indicate material types, gauges and finishes, fabrication details and installation details.
2. Show glazing types, methods of attachment and thermal movement provisions.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications:
1. Skylight manufacturer shall have a minimum of five years’ experience in skylight manufacturing, qualified by having performed similar work and having experienced workmen to perform work of type required by contract documents and licensed where appropriate.

B. Installer Qualifications:
1. Installer shall be trained and approved by manufacturer.
2. Installer shall have five years’ experience with skylight type, size, and

complexity.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. Skylights are guaranteed for a period of 5 years from date of purchase against defects in materials or workmanship.

B. Custom skylight systems are guaranteed for a period of 2 years from date of installation against leakage and defects in materials or workmanship.

C. The guarantee is limited to repair or replacement, at manufacturer's discretion, and does not cover freight, installation, or consequential damages.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Royalite Skylights and Ladder Manufacturing, Inc.

B. Sunsational Skylights, Inc. Phone number 818-696-4774.

C. Wasco Skylights; Phone number 800-888-3589

D. Lane-Aire Manufacturing Corporation; Phone number 951-808-3658.

E. Or equal.

F. Requests for substitutions will be considered in accordance with provisions of Section 01 6000.

2.2 SKYLIGHT PERFORMANCE

A. Load:
   1. Deflection of framing members shall not exceed L/180 or 1 inch whichever is less.

2. Polycarbonate unit skylights shall meet the requirements of uniform load test ASTM E330 that requires glazing to withstand a positive and negative test pressure of 60 psf.

B. Air Infiltration:
1. Polycarbonate unit skylights shall meet the requirements of ASTM E283 that allows a maximum air infiltration of 0.06 cfm of the total glazed surface area.

C. Water Infiltration:
1. Polycarbonate unit skylights shall meet the requirements of ASTM E547/E331 that allows for no water infiltration at a test pressure of 12 psf.

2.3 CURB MOUNT SKYLIGHTS

A. Product: Aluminum Curb Frame Model
1. The skylight shall consist of corrosion resistant extruded aluminum curb frame, 6063-T5 alloy, with Heliarc welded corners. The skylight curb frame shall have an extruded rigid vinyl thermal break to prevent thermal transfer to interior of building which incorporates a high capacity 8 degree sloped condensation gutter with drainage to exterior, and co-extruded rubber draft seal. Retaining cap frame shall be extruded, mill finish or baked enamel finish, 6063-T5 aluminum alloy with Heliarc welded corners.
2. Glazing shall consist of sealed double domes.
3. Provide skylights with pyramidal glazing.

2.4 MODEL SIZE

A. Model Size:
1. Size to fit existing skylight curb. Contractor to verify size prior to ordering.

2.5 MATERIAL

A. Framing systems shall be extruded aluminum, 6063-T5 alloy, with extruded rigid vinyl thermal break.

B. Exposed aluminum surfaces shall be standard mill finish or brown or clear anodized. Custom finishes and colors as scheduled or indicated.

C. Sealants, as designated on drawings, shall be neutral cure architectural grade silicone.

D. Fasteners shall be stainless steel or cadmium plated steel. Exposed fasteners to match specified color of adjacent aluminum.

E. Gaskets to be continuous co-extruded vinyl, neoprene, EPDM, or Santoprene rubber held with constant pressure.

F. Glazing shall be:
   1. Plastic glazed units to be double glazed polycarbonate-cold formed only of thickness and colors as required by design criteria.
      a. White.

G. Glass Performance:
   1. Glass glazed systems shall be double glazed of thickness and colors as required by design criteria.
   2. Reflective tempered glass as scheduled.
   3. Tempered over laminated glass to meet Building Codes in different areas.
   4. Glass is treated as non-combustible for skylight applications.

2.6 FABRICATION

A. Skylights shall be factory assembled and shipped as such. Work which cannot be permanently assembled will be shipped in pre-assembled sections to minimize field assembly.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Installer shall inspect area to receive skylights to determine that the conditions are in accordance with shop drawings and specifications. Any variance shall be recorded in writing and corrections made before beginning installation.

B. Installation shall be in strict accordance with these specifications and the manufacturers' shop drawings and installation instructions.

C. All materials provided by installer shall be in accordance with those shown on the shop drawings.

3.4 PROTECTION

A. Installer shall remove all labels and protective packaging from components

and shall leave the installation free of all heavy construction dirt and sealant smears.

B. Final cleaning and physical protection of all installed materials shall be performed by the general contractor.

C. Protect installed products until completion of project.

D. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

3.5 PAYMENT

Payment for skylight is PAID as Each under Item B-13 WINDOWS. No additional compensation is allowed therefor.

SECTION 09 0565
MOISTURE TESTING FOR FLOORING INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Moisture, alkali, and bond testing of existing and new concrete slabs on grade and elevated slabs scheduled to receive adhered flooring.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Division 09 Finishes: Flooring Sections.

1.2 REFERENCES

A. ASTM International (ASTM):

1. ASTM D7234 – Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
2. ASTM F710 – Practice for Preparing Concrete Floors to Receive Resilient Flooring.
3. ASTM F1869 – Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
4. ASTM F2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.

1.3 TESTING REQUIREMENTS

A. Perform the following tests:

1. At new and existing concrete slabs on grade and below grade:
   a. Moisture Vapor Emission Rate testing per ASTM F1869.
   b. Relative Humidity testing per ASTM F2170.
   c. pH testing per ASTM F710.
   d. Bond testing per D7234 or manufacturer recommendations.

1.4 SUBMITTALS

A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; indicating:

1. Moisture, humidity, and pH limits.
2. Manufacturer's bond/compatibility test procedure.

B. Test Report: Submit chart form with small scale floor plans showing the location of each test performed.

1. Submit report for relative humidity test in accordance to ASTM F2170. Include pH, moisture vapor emission, and adhesion test results.

2. Indicate areas where the test results exceed the floor covering manufacturer's limits and indicate proposed remediation procedures.

1.5 QUALITY ASSURANCE

A. Tests indicated in this Section shall be performed by CONTRACTOR or a qualified independent testing agency retained and paid for by CONTRACTOR. OWNER may perform testing at its own expense to compare to CONTRACTOR’s test results.

B. Testing kits:

1. Moisture-Vapor Emission: Prepackaged anhydrous calcium chloride test kits conforming to requirements of ASTM F-1869.

2. Alkalinity: Calibrated digital pH meter in accordance with ASTM F-710.

3. Relative Humidity: Relative humidity concrete moisture testing equipment conforming to ASTM F-2170.

C. Chemically based products such as sealers, primers, fillers, and adhesives, shall be approved by the OWNER’s Office of Environmental Health and Safety (OEHS).

1.6 ENVIRONMENTAL CONDITIONS

A. Project areas to be tested shall be at the same temperature and humidity expected during normal use. These temperature and humidity levels shall be maintained for 48 hours prior to, and during the testing. If this is not possible, temperature and relative humidity ranges shall be within ranges indicated in the applicable ASTM test method.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

A. Testing shall take place after allowing concrete to dry for a minimum of 90 days.

B. Prior to test placement, CONTRACTOR shall clean concrete slabs and have them free of foreign substances, such as residual adhesives, curing or hardening compounds, adhesive removers, sealers, paints, and other foreign materials that might prevent adhesive bond. These materials shall be

removed not less than 24 hours prior to the placement of the test kits. Testing when floor coverings have never been installed may waive the 24-hour wait period.

C. The test site temperature and humidity shall be in conformance to Article “Environmental Conditions.”

D. Minimum number of tests: For Moisture Vapor Emission Rate, Relative Humidity, and pH testing, provide three for the first 1,000 square feet of floor area, and at least one for each additional 1,000 square feet or fraction thereof.

3.2 MOISTURE VAPOR EMISSION TESTING (MVEP)

A. MVEP testing shall be performed in accordance to ASTM F1869.

B. Unless more stringent requirements are recommended by flooring manufacturer, the maximum allowable moisture release at time of flooring installation shall be three pounds per 24 hours per 1,000 square feet.

C. Weigh test dish on site prior to start of test. Scale must report weight to 0.1 grams. Record weight and start time. Expose Calcium Chloride and set dish on concrete surface. Install test containment dome and allow test to proceed for 60 – 72 hours.

D. Retrieve the test dish by carefully cutting through containment dome. Close and reseal test dish. Weigh test dish on site recording weight and stop time. Calculate and report results as "pounds of emission per 1,000 sq. ft. per 24 hours".

E. In the event the MVEP value exceeds the value specified in this Article and the flooring manufacturer recommended limits, CONTRACTOR shall propose remediation to OWNER. In new concrete slab construction, remediation shall be at no cost to OWNER.

3.3 RELATIVE HUMMIDITY TESTING

A. Relative humidity testing shall be performed in conformance to ASTM F2170.

B. Choose test areas where high moisture levels are suspected. Holes in new concrete slabs may be cast or drilled. Depth of holes shall be 40% of slab thickness for slabs drying only from the top, and 20% when drying from top and bottom, as indicated on ASTM F2170. Determine the concrete thickness of each type of slab to be tested and calculate depth of holes.

1. Hole shall be drilled dry; do not use water for cooling or lubrication. Drill holes in the concrete and insert test liners. Hole shall not be more than 0.04 inches, or one millimeter, larger than the test liner.

2. Before placing concrete, secure liner tube to formwork or steel reinforcing to avoid displacement during concrete placement, consolidation, and finishing. Secure a solid rod into the liner and

protruding slightly above the top of the liner to exclude fresh concrete from entering the liner.

C. Clean the area around the hole with a vacuum cleaner and vacuum the dust out of the hole. Immediately, set the sleeve by tapping the sleeve into the hole with a hammer or mallet.

D. Remove the sleeve plug and place probe into the sleeve assuring that it reaches the bottom of the test hole. Connect the probe lead wire to the meter and turn meter on. Allow time for the probe to sit in the test sleeve to achieve moisture equilibrium before taking relative humidity readings. Probe shall be at the same temperature as the concrete before the reading. Check for drift and follow meter manufacturer recommendations.

E. Record the relative humidity to the nearest percent and temperature to the nearest degree. Record location of hole within the structure and depth of probe. Use the relative humidity probe to measure the ambient air temperature and relative humidity above the slab in the vicinity of the test location. Remove the liner and fill the hole with a cementitious patching compound.

F. In the event the relative humidity exceeds 75% and the flooring manufacturer recommended limits, CONTRACTOR shall propose remediation to OWNER. In new concrete slab construction, remediation shall be at no cost to OWNER.

3.4 PH LEVEL TESTING

A. Perform testing in accordance to ASTM F710, and at the same time as the vapor emission and relative humidity tests.

B. Place several drops of water onto the concrete surface to form a puddle approximately 1” in diameter. Allow the water to set for 60 +/- 5 seconds. Dip the pH paper into the water and remove immediately, compare color to chart provided by paper supplier to determine pH reading. Record and report results.

C. When using pH Pencil and pH Meters, follow the instrument manufacturer’s instructions.

D. The surface of the concrete should have a pH of 9 or less. In the event the pH exceeds this value and the flooring manufacturer recommended pH limits, CONTRACTOR shall propose remediation to OWNER. In new concrete slab construction, remediation shall be at no cost to OWNER.

3.5 BOND TEST

A. Perform bond testing in accordance to ASTM D4541 or per manufacturer’s recommendations.

B. Select appropriate locations for the bond tests such as near walls or in light traffic areas. Spaced test samples approximately 50 feet apart throughout the designated installation area. Number of tests will be determined by the recommended spacing of 50 feet.

C. Use the flooring material and recommended adhesives. Install 3' x 3' panels using the exact techniques that will be used for the flooring installation. It is recommended that tests be spaced approximately 50 feet apart throughout the designated installation area. Tape edges of panels to prevent edge drying of adhesive. Protect test panel from traffic.

D. After 72 hours of placing the flooring, remove tape and observe whether it is bonded tightly to the floor, by trying to lift the edges with a scraper or other means, or pull flooring from the subfloor by hand. Determine if bonding is suitable for flooring installation.

E. At locations where membrane, primer, leveler, or patch are applied, perform applicable bond testing recommended by flooring manufacturer to assure adequate bondage of flooring to substrate.

F. Success or failure shall be determined by visual interpretation and the amount of physical effort required to remove the floor covering. If the flooring material can be removed, it will indicate failure of the bond test. If the flooring requires a great deal of effort to pull it up, the bond test can be considered successful, providing no sign of moisture is found. If bond failure occurs in new concrete slab construction, remediation shall be at no cost to OWNER.

3.6 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of them off the Project site.

3.7 PROTECTION

A. Protect the Work of this section until installation of finish flooring.

END OF SECTION

SECTION 09 2400
PORTLAND CEMENT PLASTER AND METAL LATH

PART 1 - GENERAL

1.1 SUMMARY

A. Drawings and General and Special Provisions of the Contract, including Division 01 General Requirements Specification Sections, apply to this Section.

B. Section Includes:

1. Lath and Portland cement plaster and stucco as indicated.

2. Scratch coat plaster as a substrate for ceramic wall tile.

C. Related Sections:

1. Section 06 1000 - Rough Carpentry.
2. Section 07 2100 – Building Insulation.
3. Section 07 2719 – Plastic Sheet Air Barriers.

1.2 DESIGN REQUIREMENTS

A. Provide pre-formulated finish coat products that require only the addition of clean water for mixing.

1.3 SUBMITTALS

A. Shop Drawings: Submit elevations and details indicating locations and types of components, splices, connections, and accessory items. Indicate locations and types of framing substrates.

B. Material Samples: Submit minimum 48-inch x 48-inch samples of each stucco and Portland cement plaster texture for review. Samples shall be representative of texture, color, and proposed workmanship. Maintain reviewed Samples on Project site for reference.

C. Product Data: Submit manufacturer's catalog data for each material and component proposed for installation.

D. Certificates: Furnish manufacturer's certification that materials meet or exceed Specification requirements.

E. Mock-ups: Provide a mock-up at least 10 feet x 10 feet x 1 foot. Include at least one control joint and, corner condition and one window opening flashing. Locate where required by the Architect.

1.4 QUALITY ASSURANCE

A. Coordinate with related Work to provide backing support for items mounted on finished surfaces and to provide allowances for pipes and other items in wall cavities.

B. Comply with the following ASTM Standard Specifications as a minimum requirement:

1. ASTM C150 – Standard Specification for Portland Cement.

2. ASTM C847 - Standard Specification for Metal Lath.

3. ASTM C897 – Standard Specification for Aggregate for Job Mixed Portland Cement-Based Plasters.

4. ASTM C926 – Standard Specification for Application of Portland Cement-Based Plaster.

5. ASTM C932 - Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering.

6. ASTM C1063 - Installation of Lathing and Furring for Portland Cement-Based Plaster.

C. Exterior and Interior Lath: Where lath is fastened to wood supports, comply with CBC requirements.

D. Plaster: Conforming to requirements of the Portland Cement Plaster (Stucco) Manual published by the Portland Cement Association.

E. Metal Lath: NAAMM Standard ML/SFA 920 Guide Specifications for Metal Lath and Furring.

1.5 DELIVERY, STORAGE AND HANDLING

A. Protect metal lathing and plastering materials before, during and after installation. In the event of damage, immediately provide required repairs and replacements.

B. Deliver and store Portland cement materials on the Project site in a manner to provide protection from exposure and damage by moisture. Pile materials to permit easy access for proper inspection and identification of each shipment. Stockpile adequate supplies of sand on the Project site to permit sampling and testing before installation. Store to avoid inclusion of foreign material.

C. Deliver plaster materials to the Project site in manufacturer's sealed and labeled packages.

PART 2 - PRODUCTS

2.1 LATH AND ACCESSORY MATERIALS

A. Each bundle of lath shall be sealed with a metal tag bearing the lath designation, weight, and manufacturer's name.

B. Water Repellant Backing:

1. Weather-exposed for Horizontal Surfaces: W.R. Grace & Co., "Bituthene 4000" sheet, 0.060-inch-thick, consisting of polyethylene sheet and rubberized asphalt, self-adhering, or equal.

2. Flashing and back-up for joints and reveals W.R. Grace Co. VYCOR 0.040-inch-thick rubberized asphalt, self-sealing and self-adhering, or equal.

C. Adhesives and sealers for water repellant backing: Types as recommended by manufacturer for installation with specified membrane sheet.

D. Expanded Metal Lath: ASTM C847, small diamond mesh expanded metal lath, 3.4 pounds per square yard, expanded from steel sheets with hot-dip galvanized coating G60 in accordance with ASTM A653. Lath shall be V-grooved self-furring type for installation over sheathing and flat type for installation over spaced framing. Install 3/8-inch ribbed lath when framing is over 24 inches on center.

E. Weather Resistive Backing for Metal Lath: Laminated water resistant kraft paper backing conforming to Fed Spec UU-B-790A, Type 1, Grade D60, manufactured by Fortifiber, Davis Wire, Leather back or equal. Furnish for exterior plastering (except on soffits and ceilings), and for mortar-set ceramic wall tile.

F. Cornerite and Striplath: Flat or shaped lath reinforcing units, galvanized expanded metal weighing no less than 2.5 pounds per square yard, with 3-inch legs when formed for angle reinforcement and 2-inch minimum legs for galvanized wire type.

G. Plastering Accessories: Minimum 0.0172-inch galvanized steel or 0.0207 zinc alloy with expanded wings. PVC is not permitted. Furnish casing beads, expansion and control joints, weep, and vent screeds.

1. Exterior Stress Relief Joints: Sizes and profiles, indicated or required. Control joints shall have expanded wings. Manufactured by Amico, Cemco, Dietrich, Keene or Superior.

a. Expansion Joints: Two-piece sections designed to accommodate expansion, contraction, and shear forces.

b. Control Joints: One-piece sections, with integral wings, installed as indicated on drawings, where cracks can be expected.

2. Drip Screed: Similar to Superior No. 10.

3. Casing Beads: Expanded flange type with minimum 7/8-inch grounds to establish plaster thickness.

4. Exterior Corner Reinforcement: Welded-wire type as manufactured by Stockton Products, Tree Island Industries Ltd., or Jaenson Wire.

5. Ventilating Screeds: Alabama Metal Industries, or equal, soffit vent screed, perforated web type, with integral plaster grounds.

6. Foundation Weep Screeds: Alabama Metal Industries, or equal, integral plaster ground and weep screed.

H. Fasteners:

1. Screws: USG corrosion resistant.

a. Type S or S-12 for metal studs.

b. Type A for wood and metal studs 20-25 gauge.

2. Wire for fastening lath to metal framing, fastening lath together and fastening corner beads, metal grounds and base screeds to lath and framing shall be 18 gage, galvanized conforming with ASTM A641.

3. Nails: 11 gage galvanized roofing nails, 7/16-inch head, barbed shanks, 1-1/2-inch-long for horizontal application and providing a minimum of 3/4 inch penetration for vertical surfaces. Furnish fiber wadded furring nails for attaching lath to wood sheathing unless self-furred type of plaster reinforcement is approved.

4. Power driven nails shall be used for attaching lath to concrete and concrete masonry. Nails shall be a code recognized fastener such as Pneutek, Inc. fasteners or approved equal. Each fastener shall provide a minimum withdrawal resistance of 50 pounds minimum.

5. Staples: Minimum 3/4-inch crown, 16-gauge galvanized steel. Staples shall have sufficient length to penetrate studs at least 3/4 inch.

I. Wire: Galvanized soft-annealed steel wire in conformance to ASTM A641.

1. Hanger wire for suspended ceilings, minimum 9 gauge.

2. Wire for fastening metal channels together, 16 gauge.

3. Wire for fastening lath to supports, tying ends and edges of lath sheets, and securing accessories to lath, 18 gauge.

2.2 PLASTER MATERIALS

A. Portland Cement: ASTM C150, Type II, low alkali.

B. Hydrated Lime: ASTM C206, Type S.

C. Sand: Washed natural sand conforming to ASTM C897, except gradation of sand shall be as follows:

Percentage retained, each sieve, by weight:

Sieve Size	Maximum	Minimum
No. 4	0	0
No. 8	10	0
No. 16	40	10
No. 30	65	30
No. 50	90	70
No. 100	100	95

D. Water: Clean, potable and from domestic source.

E. Exterior Finish Coat Plaster: Shall consist of one of the following systems:

1. Three Coat Systems: Mineral Stucco as fabricated by California Stucco, La Habra, Highland Stucco, Merlex, Omega Stucco, Inc, or equal. Furnish formulations requiring only addition of water for installation. Sand shall pass No. 20 sieve. Mix and sand shall provide specified finish. Furnish integral colored stucco in color as selected by Architect.

2. Two or Three Coat Systems: Controlled pre-mix with manufacturer’s additives, as fabricated by The Quikrete Companies, SPEC MIX, Omega, EXPO Stucco or approved equal. Furnish formulations requiring only addition of water for installation. Sand shall pass No. 20 sieve. Mix and sand shall provide specified finish. Furnish integral colored stucco finish coat in color as selected by an Architect.

F. Plaster Bonding Agent: "Weld-Crete", manufactured by Larsen Products Co., Upco/Div., Emhart Corp. Bonding Adhesive No. 705, or Merlex Stucco "Acrylex".

G. Base Coat Reinforcement: Alkali resistant fiberglass shorts, 1/2-inch chopped strands, Type AR, manufactured by OCF, PPG Industries, or equal.

H. Plaster Patching Materials:

1. Bonding Agent: Acrylic resin type, Acryl 60, LHP Bonder, or equal.

2. Patching Plaster: Manufactured by Merlex Stucco, Inc., Orange, CA, or equal. Furnish fast setting, compatible with existing plaster materials, "Exterior Pronto Patch," Portland cement base coat material, requiring only addition of water. Material shall provide an initial set within 20 minutes, and final set within one hour.

I. Underlayment: Single ply self-adhesive waterproofing membrane as manufactured by W.R. Grace Company, Jiffy-Seal by Protecto Wrap, or equal. Furnish for installation behind stress relief joints and backing on horizontal and vertical surfaces exposed to weather; under metal copings and flashings; and window jambs and sills.

J. Miscellaneous Material: Provide additional components and materials required for a complete installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that overhead or concealed Work is finished, completed, tested, and inspected as required before starting Work of this Section.

3.2 INSTALLATION-WEATHER BARRIER MEMBRANE

A. Install one layer of underlayment over areas to receive lath with weather barrier membrane. Install horizontally with each course weather lapped 2 inches over layer below and 6 inches on ends. Install two layers of kraft paper over wood sheathing; second layer shall lap the first layer.

B. Install lath over underlayment in accordance with manufacturer's instructions. Repair and seal tears and holes in weather barrier prior to applying plaster.

C. Install single ply self-adhesive waterproofing membrane per manufacturer 's recommendations in areas indicated on the Drawings.

D. Flashing Around Openings: Install self-adhering, self-sealing membrane to make openings' weather tight in accordance with details shown on drawings.

3.3 LATH INSTALLATION

A. General: Where exterior and interior lath is fastened to horizontal wood supports, the current edition of the CBC shall be complied with.

B. Exterior Lathing, General: Comply with requirements of ASTM C1063 and ML/SFA 920, whichever is more restrictive.

1. Application of Metal Lath: Metal lath or wire fabric lath shall be installed in accordance with the provisions of CBC current editions. Lath shall be furred out from vertical supports or backing not less than 1/4 inch.

2. Self-furring lath meets furring requirements. Furring of expanded metal lath is not required on supports providing a bearing surface width of 1-5/8 inch or less.

3. Where external corner reinforcement is not installed, lath shall be furred out and carried around corners, extending and fastened to at least one support.

4. A weep screed shall be provided at or below foundation plate line on exterior stud walls. Screed shall be installed a minimum of 4 inches above grade and shall be of a type permitting water to drain to exterior of building. Weather-resistant barrier and exterior lath shall cover and terminate on attachment flange of screed.

5. Ends of lath on open framing (unsheathed) shall occur over supports. Where necessary, install additional studs to provide support for lath ends and support for separate flanges of stress relief joints.

3.4 PLASTER APPLICATION - GENERAL

A. Proportion, mix, apply and cure plaster in conformance with ASTM C926.

B. Install each plaster coat to an entire wall or ceiling panel without interruption to avoid cold joints and abrupt changes in uniform appearance of succeeding coats. Wet plaster shall abut existing plaster at naturally occurring interruptions in plane of plaster (such as corner angles, openings, and control joints) wherever possible. Cut joining, where necessary, square, and straight and at least 6 inches away from a joining in preceding coat.

C. Provide sufficient moisture or curing methods to permit continuous and complete hydration of cementitious materials, considering climatic and Project site conditions. If water cured, each basecoat shall be continuously damp for at least 48 hours, including weekends and holidays. Other curing methods, spray applied curing compounds such as Expo-Cure, or OEHS approved equal are permitted.

D. Provide sufficient time between coats to permit each coat to cure or develop enough rigidity to resist cracking or other damage when the next coat is installed.

3.5 EXTERIOR PLASTERING

A. Concrete surfaces, except where noted as "Exposed Concrete" or "Painted Concrete," shall be finished with stucco sand finish coats, or as noted on plans.

B. Preparation of Surfaces:

1. Verify that lath has been installed securely and that grounds, screeds, casing beads and other accessories are straight, in correct position, and securely fastened in place.

C. Number of Coats and Thickness: Exterior plaster shall be Portland cement as follows with minimum thickness from face of supports or surfaces to finish face of plaster as follows:

1. Lathed Surfaces:
   a. 3 coats, scratch, brown and finish, 7/8-inch-thick, one inch thick where required by CBC.

   b. 2 coats, controlled pre-mix single base coat and finish, 7/8-inch-thick, one inch thick where required by CBC.

2. Stucco Sash Finish Coats: 2 coats, 1/8 inch thick or as recommended by the manufacturer.

D. Proportions:

1. Proportion ingredients for Portland cement. Calibrated boxes are required to determine the accuracy of proportioning. Proportions shall adhere to the current edition of CBC.

2. Dash Bond Coat: Mixed in the proportion of 1 cubic foot of standard Portland cement to 1-1/2 cubic feet of sand. Omit dash coat when bonding agent is used.

3. Stucco Finish: Stucco shall be factory prepared, exterior type, colored stucco containing a Portland cement base, required aggregates and mineral pigments. Colors shall be as selected by the Architect. Selected colors are not limited to standard stock colors and certain Work, such as ceilings, soffits, and walls, may be finished in non-standard colors as selected.

4. Acrylic Based Stucco Finish: Shall be factory prepared exterior type; acrylic based colored stucco finish. Colors and textures shall be as selected by the Architect.

E. Mixing: Provide plaster mix: cementitious materials and aggregate in proportions specified, furnishing only sufficient water to obtain proper consistency before installation. Do not mix any more material at any time than can be installed within 1/2 hour after mixing. Do not allow material to remain in mixer or mixing boxes overnight. The maximum allowable slump shall be 2-1/2 inch, based on a 2 inch by 4 inches by 6-inch slump cone.

F. Application:

1. Dash Bond Coat: Dash on concrete or masonry surfaces, leave undisturbed, and maintain damp for at least 24 hours following installation. Omit Dash bond coat when liquid bonding agent is used.

2. Scratch Coat: Install sufficient material to completely cover laths and scratch across supports.

3. Brown Coat: Rod to a straight, true, even within 1/8-inch tolerance in 5 feet of surface and float to receive finish coat.

4. Single Base Coat: As an alternative to scratch and brown coats, apply in conformance to ASTM C926.

5. Stucco Finish Coat: Install in 2 coats to a total thickness of 1/8 inch, each coat covering surface uniformly. The first coat shall completely cover the base coat with uniform color. Second color shall provide a uniform texture.

    a. First coat shall be installed by providing several passes with nozzle to completely cover surface.

    b. The second coat shall be installed by doubling back the same day, when the first coat is sufficiently dry.

    c. Over concrete surfaces, the second coat shall be installed 24 hours after installation of the first coat. In warm weather, the first coat shall be cured by light water spray after the material has been set.

    d. Protection: Protect those surfaces, which are not to receive finish coats. Such surfaces shall be shielded and shall have any sand left from work operation removed.

G. Curing Exterior Plaster: Adhere to current edition of CBC for curing requirements.

H. Option for Machine Application, Scratch and Brown Coats, or Single Base Coat: Instead of hand installed plaster, the furnishing of plastering machines for interior or exterior scratch and brown coats or single base coat is permitted. Machine installation shall be in accordance with the following:

1. Qualifications: Provide proper equipment and apparatus.

2. Apparatus: Pump shall be equipped with an air pressure gage and required safety devices. Hoses and connections shall be tight, and pressure shall be maintained constantly.

3. Tests: Tests for determining proper consistency of plaster mix shall be taken at nozzle using slump cone method. Tests shall be observed by the IOR at least twice each day and as often as deemed necessary. Perform required tests and maintain an accurate log of such tests to

ascertain compliance with material slump requirements. Material slump shall not exceed 2-1/2 inches at nozzle. Furnish an adequate number of standard 2-inch x 4-inch x 6-inch slump cones for testing. Cones shall be on the Project site before Work is started and at all times during performance of the Work of this section.

4. Proportion and Application: Proportioning, mixing, number of coats and thickness shall be same as specified for hand application. Cement aggregate and water shall be mixed to plaster machine. Plaster mix shall be projected into and conveyed through a hose to the nozzle at end of hose and deposited by pressure in its final position ready for manual straightening and finishing.

5. Follow-Up: Perform scoring operation of plaster, based on settings and drying conditions at time of installation. Curing shall be as previously specified.

6. Protection: Before installing any plaster, thoroughly protect other adjacent Work.

3.7 QUALITY CONTROL

A. Finish interior and exterior plaster to a uniform texture, free of imperfections and flat within 1/8 inch in 5 feet. Form a suitable foundation for paint and other finishing materials. Avoid joining marks in finish coats.

3.8 TESTING

A. Written certification of sand compliance is required. Samples of sand shall be obtained at the Project site. Tests may be performed as deemed necessary by the IOR.

B. When plastering machine is used, provide a supply of 2-inch x 4-inch x 6-inch-high cones for slump testing of Portland cement plaster. Samples of plaster taken at nozzle shall have a maximum slump of 2-1/2 inches. Plaster material not complying with this requirement shall be deemed defective Work.

3.9 REPAIR REQUIREMENTS FOR DAMAGED PLASTER

A. Plaster Detached from Framing:

1. Remove loose and broken plaster.

2. Repair or replace damaged water-resistant backing and lath in compliance with specified standards.

3. Remove stucco finish from surrounding area in the same plane by sandblasting.

4. Install a scratch coat and a brown coat mixed with liquid bonding agent instead of water to the areas devoid of plaster.

5. Install a coat of liquid bonding agent to entire wall plane.

6. Install a 1/8-inch-thick stucco finish coat to the entire wall plane and match existing texture and color.

B. Cracked Plaster 1/8 inch to 1/2 inch:

1. Remove loose material from cracks with a wire brush.

2. Fill crack with slurry of stucco and liquid bonding agent.

3. Install a coat of liquid bonding agent to entire wall plane.

4. Install 1/8-inch-thick stucco finish to entire wall plane and match existing texture and color.

C. Cracks Larger Than 1/2 inch - Painted:

1. Remove loose material from cracks with a wire brush.

2. Fill crack with slurry of one-part Portland cement to 3 parts masonry/stucco sand and liquid bonding agent to match existing texture of adjacent surface.

3. Paint entire wall plane, color to match existing.

4. Where patching plaster over existing lath is feasible, fasten loose lath and install new lath with nails at 6-inch centers. Where metal is furnished, lap new lath over existing 6 inches and tie it at 6-inch centers. Install paper backings as required, shingled into existing.

5. Patching of Holes, Cracks, and Gouges: Holes, cracks, gouges, missing sections, and other defects in existing improvements shall be patched. For holes over 1 inch in size, cut small sections of lath and place in opening attached to existing material. Install 3 coats of plaster. For holes one inch and smaller, install bonding agent to existing surfaces and neatly fill hole with plaster, installing necessary coats to match adjacent surfaces, eliminate cracks and match existing surface texture. Cracks, gouges, and other defects shall be filled with plaster or spackle as required and superbly finished to match adjacent existing improvements.

3.10 CLEANING

A. Remove rubbish, debris, and waste material and legally dispose of it off the Project site.

3.11 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 2800
CEMENT BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cement board and accessories.

B Related Sections

1. Section 06 1000 – Rough Carpentry.
2. Section 07 9200 – Joint Sealants.
3. Section 09 2900 – Gypsum Board.
4. Section 09 3000 – Tile.

1.2 REFERENCES

A. American National Standards Institute (ANSI):
1. A108.11, American National Standard for Interior Installation of Cementitious Backer Units.
2. A118.1, American National Standard Specifications for Dry-Set Portland Cement Mortar.
3. A118.4, American National Standard Specifications for Latex-Portland Cement Mortar.
4. A118.9, Test Methods, and Specifications for Cementitious Backer Units.
5. A136.1, American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile.

B. American Society for Testing and Materials (ASTM):
1. C 473, Test Methods for Physical Testing of Gypsum Panel Products.
2. C 1325, Specification for Fiber-Mat Reinforced Non-Asbestos Cement Interior Substrate Sheets.
3. C 1002, Specification for Steel Drill screws for the Application of Gypsum Panel Products or Metal Plaster Bases.
4. D 2394, Methods for Simulated Service Testing of Wood and Wood-Based Finish Flooring.

1.3 SUBMITTALS

A. Product Data: Manufacturers' specifications and installation instructions for each product specified.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Packaging and Shipping: Have materials shipped in manufacturer's original packages showing manufacturer's name and product brand name.

B. Storage and Protection: Store materials inside and protected from damage by the elements. Protect ends, edges, and faces of cement boards from damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. National Gypsum Company.
1. Cement Board:
   a. Tile Backer: PermaBase® BRAND Cement Board OR Equal.
   b. Underlayment: PermaBase BRAND Underlayment OR Equal.

2.2 MATERIALS

A. Cement Board:
1. Backer Board: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C 1325 (PermaBase BRAND Cement Board).
   a. Thickness: 5/8 in.
   b. Width: 4 ft.
   c. Length: 8 ft.
   d. Edges: Tapered.
   e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
   f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.

2. Underlayment: Cementitious, water durable, board; surfaced with fiberglass reinforcing mesh on front and back; long edges wrapped; and complying with ANSI A118.9 and ASTM C.
   a. Thickness: 1/4 in.
   b. Width: 3 ft. or 4 ft.
   c. Length: 4 ft. or 5 ft.
   d. Edges: Tapered.
   e. Compressive Strength: Not less than 2250 lbs. per sq. in. when tested in accordance with ASTM D 2394.
   f. Water Absorption: Not greater than 8 percent when tested for 24 hours in accordance with ASTM C 473.

4. Fasteners:
    a. Nails: 1-1/2-in. long, hot dipped galvanized, and in accordance with FS FF-N-105B, Type 2, Style 20.

    b. Screws: Hi-Lo thread screws (No. 8) wafer head, corrosion-resistant, 1-1/4 in. or 1-5/8 in. long, and complying with ASTM C 1002.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: In accordance with the following reference standards and manufacturer's recommendations: ANSI A108.11.

Payment for items of work covered under Division 9 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 09 2900
GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Walls and Ceilings.
2. Cementitious backer board.
3. Accessories.

1.2 RELATED SECTIONS

A. Related Sections:
1. Section 06 1000 – Rough Carpentry.
2. Section 07 9200 – Joint Sealants.
3. Section 09 9100 – Painting.

1.3 REFERENCES

A. ASTM C1396 – 11 Standard Specifications for Gypsum Board.

B. ASTM C473 – 12 Standard Test Methods for Physical Testing of Gypsum Panel Products.

C. ASTM C1629 – Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.

1.4 PERFORMANCE REQUIREMENTS

A. Level 3 (highest) for hard- and soft-body impact when tested in accordance with ASTM C1629.

B. Average water absorption for panels is not greater than (5) percent by weight after a two-hour immersion when tested in accordance with ASTM C473.

1.5 SUBMITTALS

A. Submit under provisions of Section 01 3000 – Submittal Procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

1.6 QUALITY ASSURANCE

A. Quality Standards: GA-216 – Recommended Specifications for the Application and Finishing of Gypsum Board.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering items which may be incorporated in the Work include the following:
   1. United States Gypsum Company.
   2. National Gypsum Properties, LLC.
   3. American Gypsum.
   3. Or approved equal.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 6000 – Product Requirements.

2.2 GYPSUM BOARD

A. Gypsum Board Type X (fire-resistant) or Type C or Type ULIX as required by fire rated design and acoustic requirements: 5/8 inch thick, 4-foot wide and up to 16-foot-long conforming to ASTM C1396 with long edges tapered.

B. Hi-impact XP Gypsum Board: 5/8” thick moisture and mold resistant with tapered edges; paper faced gypsum board with superior impact resistance & face paper folded around long edges to reinforce and protect core, ends cut square and finished smooth, typical at all locations. See plans for more info. Typical provide moisture resistant at wet locations.

C. Water-Resistant Gypsum Backing Board: ASTM C630; 5/8 inch thick, ends cut square and finished smooth. 48-inch width, maximum permissible length; ends and edges straight and solid, edges tapered. Board consisting of a noncombustible water-resistant gypsum core, surfaced on face and back with

water-repellent paper bonded to the core & face paper folded around long edges to reinforce and protect core, to be used at wet locations, see plans.

2.3 ACCESSORIES

A. Corner Beads and Edge Trim: GA 201 and GA 216.

B. Joint Materials: Reinforcing tape and joint compound.

C. Fasteners: Type S12 screws.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Section 01 7300 – Execution: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions and as indicated on the Drawings.

B. Fasten gypsum board to furring or framing with screws.

C. Tape, fill, and sand joints.

3.3 FINISH LEVEL SCHEDULE

A. Levels: Install tape bedding compound, tape, and finishing cement on joints in wallboard as required for specified levels of finish.

B. Levels 2 through 5:

1. Install joint cement and finishing cement over screw heads. Treat all inside corners with joint cement, tape, and finishing cement. Treat outside corners with corner beads and finishing cement.

2. Provide metal casing beads at all edges of gypsum wallboard, which abut ceiling, wall, or column finish, and elsewhere as required, such as openings, offsets, etc. Install all exposed joints, trims, and attachments non-apparent

following installation of paint or other finishes. If joints and fasteners are visibly apparent, correct defects as required.

3. Seal raw edges of plumbing openings and boards that have been cut to fit with sealing compound brushed on.

4. When entire installation is completed, correct and repair broken, dented, scratched or damaged wallboard before installation of finish materials by other trades.

C. Level 4: Walls and ceilings are scheduled to receive paint finish.

1. Level 1, plus three (3) separate coats of compound at joints, angles, fasteners, and accessories. Compound shall be smooth and free of tool marks and ridges.

D. Level 5: Install one coat of skim coat over entire surface, followed by one coat of drywall primer over entire surface prior to painting

3.4 REQUIRED LEVELS OF FINISH

A. Finishes shall conform to GA 214

B. Unless otherwise indicated or specified, levels of finish required shall be as follows:

1. Level 1: Plenum areas above ceilings, insides of shafts, and other concealed areas. Taping to be as required for fire rated assemblies.

2. Level 2: Water-resistant wallboard backing for high moisture areas to be covered with a water resistant surface other than tile, vinyl or paint, i.e stainless steel cladding etc.

3. Level 3: Backing for vinyl wall covering and adhered acoustic tile. Also, provide where textured finish is indicated.

4. Level 4: Exposed painted wallboard in storage rooms, utility rooms, janitor rooms, and similar spaces not requiring Level 5 finish.

5. Level 5: Exposed, painted wallboard in offices, meeting rooms, kitchen, and corridors.

3.5 PROTECTION

A. Protect installed products until Substantial Completion.

B. Touch-up, repair or replace damaged products before Substantial Completion.

Payment for items of work covered under Division 9 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

SECTION 09 2900
GYPSUM BOARD

END OF SECTION

SECTION 09 3000
TILE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Tile and Accessories: Floor Unglazed and Wall Glazed.

B. Related Sections:
1. Section 07 9200 - Joint Sealant.

1.2 REFERENCES

A. American National Standards Institute (ANSI):
1. ANSI A108.5, 1999 - Specifications for Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
2. ANSI A108.10, 1999 - Specifications for Installation of Grout in Tilework.
3. ANSI A118.1, 1999 - Standard Specification for Dry-Set Portland Cement Mortar.
4. ANSI A118.4, 1999 - Latex-Portland Cement Mortar.
5. ANSI A118.9, 1999 - Test Methods and Specifications for Cementitious Backer Units
6. ANSI A137.1, 1988 - Specifications for Ceramic Tile.

B. ASTM International (ASTM):
1. ASTM C 50 - Standard Specification for Portland Cement.
2. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes.
3. ASTM C 847 - Standard Specification for Metal Lath.

C. Tile Council of North America (TCNA): TCA Handbook for Ceramic Tile Installation, 2007.

1.3 SUBMITTALS

A. Division 1 - Submittal Procedures: Procedures for submittals.
1. Manufacturer's data sheets on each product to be used, including:
   a. Preparation instructions and recommendations.
   b. Storage and handling requirements and recommendations.
   c. Installation methods.
2. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
3. Manufacturer's Certificate:
   a. Certify that products meet or exceed specified requirements.
   b. For each shipment, type and composition of tile provide a Master Grade Certificate signed by the manufacturer and the installer certifying that products meet or exceed the specified requirements of ANSI A137.1.

4. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Company experienced in performing the Work of this Section.

B. Single Source Responsibility: Obtain each type and color of tile from a single source. Obtain each type and color of mortar, adhesive and grout from the same source.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging until ready for installation.

B. Protect adhesives and liquid additives from freezing or overheating in accordance with manufacturer's instructions.

C. Store tile and setting materials on elevated platforms, under cover and in a dry location and protect from contamination, dampness, freezing or overheating.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not install adhesives in an unventilated environment.

B. Maintain ambient and substrate temperature of 50 degrees F during tiling and for a minimum of 7 days after completion.

1.7 EXTRA MATERIALS

A. Provide for Owner's use a minimum of 2 percent of the primary sizes and colors of tile specified, boxed, and clearly labeled.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering items which may be incorporated I the Work include the following:
   1. Dal-Tile Corporation.
   2. American Marazzi Tile, Inc.
   3. Roca Tile Group.
   4. Or approved equal as provided in Section 01 6000 – Product Requirements.

2.2 TILE

A. General: Provide tile that complies with ANSI A137.1 for types, compositions and other characteristics indicated. Provide tile in the locations and of the types

of colors and pattern indicated on the Drawings and identified in the Schedule and the end of this Section. Tile shall also be provided in accordance with the following:

1. Factory Blending: For tile exhibiting color variations within the ranges selected under Submittal of samples, blend tile in the factory and package so tile taken from one package shows the same range of colors as those taken from other packages.
2. Mounting: For factory mounted tile, provide back or edge mounted tile assemblies as standard with the manufacturer, unless otherwise specified.
3. Factory Applied Temporary Protective Coatings: Where indicated under tile type, protect exposed surfaces of tile against adherence of mortar and grout by precoating with a continuous film of petroleum paraffin wax applied hot. Do not coat unexposed tile surfaces.

B. Floor Unglazed Porcelain Tile or approved non-skid materials shall be used for restroom floor.:
   1. Colors: As scheduled.
   2. Trim Units: Matching cove base, cove base corner, bullnose, cove/inside finger cove, radius cap, sink rail incorner/outcorner, outside cove corner shapes in sizes coordinated with field tile.
   3. Tile grout color as specified in drawings.
   4. Material samples shall be provided for approval by appropriate City Staff.

C. Wall Glazed Porcelain Tile shall be used for the wall surface.:
   1. Colors: As scheduled.
   2. Trim Units: Matching cove base, cove base corner, bullnose, cove/inside finger cove, radius cap, sink rail incorner/outcorner, outside cove corner shapes in sizes coordinated with field tile.
   3. Tile grout color as specified in drawings.
   4. Material samples shall be provided for approval by appropriate City Staff.

D. See Color / Material Schedule on Drawings for size and color.

2.3 SETTING MATERIALS

A. Mortar Bed Materials:
   1. Portland cement: ÅSTM C150, type 1, gray or white.
   2. Hydrated Lime: ÅSTM C207, Type S.
   3. Sand: ÅSTM C144, fine.
   4. Latex additive: As approved.
   5. Water: Clean and potable.

B. Grout:
   1. Standard Grout: Cement grout, sanded or unsanded, as specified in ANSI A118.6; color as selected.
   2. Polymer modified cement grout, sanded or unsanded, as specified in

ANSI A118.7; color as selected.

C. Membrane at Walls:
   1. 4 mil (0.1 mm) thick polyethylene film, ASTM D4397,ANSI A 118.10.
   2. Reinforced asphalt paper.

D. Reinforcing Mesh: 2-inch by 2-inch (50 by 50 mm) size weave of 16/16 wire size; welded fabric, galvanized.

E. Cementitious Backing Units
   1. ANSI A 118.9 or ASTM C 1325 (Type B).
   2. 2” alkali – resistant glass fiber mesh type.

PART 2 EXECUTION

3.1 EXAMINATION

A. Division 1 - Execution: Verification of existing conditions before starting work.
   1. Verify that wall surfaces are free of substances which would impair bonding of setting materials, smooth and flat within tolerances specified in ANSI A137.1 and are ready to receive tile.

3.2 PREPARATION

A. Protect surrounding work from damage.

B. Remove any curing compounds or other contaminates.

C. Vacuum clean surfaces and damp clean.

D. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

F. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.3 INSTALLATION - GENERAL

A. Install tile and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and TCA Handbook recommendations.

B. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tile less than 1/2 width is used. Do not interrupt tile pattern through openings.

C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

E. Form internal angles square and external angles bullnosed.

3.4 INSTALLATION - WALL TILE

A. Wall Tile: Install over cementitious backer units on studs, in accordance with TCA Handbook Method W244C-07, using membrane at toilet rooms.

B. Floor Tile: on cement mortar bed, install in accordance with TCA Handbook method F121-07 OR if existing slab is not depressed for a mortar bed install tile floor using the dry-set mortar, Later-Portland Cement Mortar, Epoxy of Furan Grout TSA method F115-07.

3.5 CLEANING

A. Clean tile and grout surfaces.

3.6 PROTECTION OF FINISHED WORK

A. Do not permit traffic over finished floor surface for 72 hours after installation.
B. Cover floors with kraft paper and protect from dirt and residue from other trades.
C. Where floor will be exposed for prolonged periods cover with plywood or other similar type walkways

END OF SECTION

SECTION 09 3016
QUARRY TILING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Quarry tile floor and wall base applied using cementitious thin set mortar on concrete slabs.

B. Related Requirements:

1. Division 01 - General Requirements.

2. Section 03 3000 - Cast-In-Place Concrete.

3. Section 07 9200 - Joint Sealants.

4. Section 08 1113 – Hollow Metal Doors Frames.

5. Section 09 0561 - Moisture Testing for Flooring Installation.

6. Section 09 2900 - Gypsum Board.

7. Section 09 3016 – Ceramic Tiling.

1.2 SUBMITTALS

A. Product Data: Manufacturer's data, standard specifications, Safety Data Sheets, and other technical information for each product specified.

B. Material Samples:

1. Manufacturer’s standard palette, indicating full range of tile colors, textures, and grout colors.

2. Quarry floor tile, base, and corner pieces, and metal trim transitions.

C. Mock-Ups: For each type, color, and texture, minimum one foot square or three full tile courses, on Plexiglas to demonstrate proper bond mortar and coverage; grout color, hardness, and depth.

D. Installation Instructions: Manufacturer's preparation and installation instructions.

E. Product Certificates: Signed by manufacturer certifying materials comply with specified performance characteristics and physical requirements.

F. Maintenance Data: Indicating recommended methods and materials for cleaning and stain removal.

1.3 REFERENCES

A. American National Standards Institute (ANSI):

1. ANSI A108.5 - Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.

2. ANSI A108.5 – Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.

3. ANSI 118.3 - Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive.

4. ANSI A118.4 - Specifications for Modified Dry-Set Cement Mortar.

5. ANSI A118.10 – Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation.

6. ANSI A137.1 – American National Standard Specifications for Ceramic Tile.

7. ANSI A326.3 - Test Method for Dynamic Coefficient of Friction of Hard Surface Flooring Materials.

B. ASTM International:

1. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tile and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products.

2. ASTM C499 - Standard Test Method for Facial Dimensions and Thickness of Flat, Rectangular Ceramic Wall and Floor Tile.

3. ASTM C650 - Standard Test Method for Resistance of Ceramic Tile to Chemical Substances.

4. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.

5. ASTM D1056 - Standard Specification for Flexible Cellular Materials-Sponge or Expanded Rubber.

6. ASTM E96 – Standard Test Methods for Water Vapor Transmission of Materials.

C. Tile Council of North America (TCNA):

1. Handbook for Ceramic, Glass, and Stone Tile installation.

1.4 QUALITY ASSURANCE

A. Qualifications:

1. Tile Manufacturer: Company specializing in the manufacture of products specified in this Section with five years minimum experience.

2. Installer: Company specializing in the installation of Work specified in this Section with five year experience.

B. Materials Source: Provide materials obtained from one source for each type and color of quarry tile, grout, and setting materials.

1.5 PRE-CONSTRUCTION MEETINGS

A. Prior to start of Work of this section and after approval of submittals, schedule an on-site meeting between CONTRACTOR, Owner, Project Inspector, and representatives of the material manufacturer and tile installer to review construction conditions and Drawings for conformance with the requirements of this Section.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in manufacturer’s sealed containers, with manufacturer's labels intact.

B. Store materials in clean, dry, and secure areas.

1.7 MAINTENANCE

A. Extra Materials: Provide the following in labeled manufacturers’ cartons:

1. Five percent of each type and color of quarry tile installed.

2. Ten linear feet of coved base and bullnose tile for each color installed.

3. Six units of each type and color of corner pieces.

1.8 WARRANTY

A. Manufacturer Warranty:

1. Quarry Tile: Five year material warranty.

2. Waterproofing: Ten year material warranty.

B. Installer: Five year installation warranty.

PART 2 - PRODUCTS

2.1 QUARRY TILE

A. Standard Grade Products from the following manufacturers conforming to ANSI A137.1:

1. Dal-Tile Corporation.

2. American Olean Company.

3. Summitville Tiles, Inc.

4. Equal.

B. Colors, Textures, Patterns and Sizes: From manufacturer's standard product line. 90 percent shall be from "price group 2", and "10 percent from price group 3", unless indicated otherwise. Quarry tile trim and accessories shall match adjoining quarry tile.

1. Color: Per plans; see material schedule.

2. Tile: Per plans; see material schedule, square edge. Quarry tile sizes specified are modular dimensions unless otherwise indicated.

3. Base: Per plans; see material schedule. Trim shape Q3565, 6-inch by 5-inch by 1/2 inch cove base, round top with integral bull nose or cove forming corners, and related trim pieces.

C. Physical Properties:

1. Dynamic Coefficient of Friction (DCOF) AcuTest: Quarry tile shall have a wet DCOF of 0.42 or greater when tested per Section 9.6 of ANSI A137.1 and ANSI A326.3.

2. Dimensions, in conformance to ASTM C499.

   a. Facial Dimensions: Shall not vary more than ±2.00% from the nominal dimension.

   b. Thickness: Maximum range of .050”.

3. Chemical Resistance: Class A Classification, when tested in accordance to ASTM C650.

4. Stain Resistance: 0.30 percent maximum in accordance with ASTM C373.

2.2 WATERPROOF MEMBRANE

A. Conforming to ANSI A118.10, recommended by the manufacturer for the application indicated, and compatible with the substrate. Include accessories needed for a complete installation, such as seams and corners. Select waterproofing membrane from the following types:

1. Polyethylene Sheet: Composite polyethylene sheet membrane laminated on both sides. Water Vapor Permeance: ASTM E96, Procedure E; maximum 0.36 perms Procedure E.

   a. Schluter Systems L.P.; Kerdi.

   b. Mapei, Mapeguard WP 200.

   c. Noble Company, ValueSeal.

   d. Equal.

2. Fabric-Reinforced, Modified-Bituminous Sheet: Self-adhering, SBS-modified-bituminous sheet with woven reinforcement facing; 0.040-inch nominal thickness.

   a. National Applied Construction Products, Inc.; Strataflex.

   b. Equal.

3. Fabric-Reinforced, Fluid-Applied Membrane: System consisting of liquid-latex rubber or elastomeric polymer and continuous fabric reinforcement.

   a. Laticrete International, Inc.; Laticrete 9235 Waterproof Membrane.

   b. Summitville Tiles, Inc.; S-9000.

c. Or equal.

2.3 MORTAR AND GROUT

A. Mortar: Thin set mortar with factory sanded Portland cement mix with manufacturer's standard acrylic latex additive conforming to ANSI A118.4. For wall applications, provide mortar complying with requirements for non-sagging mortar in addition to the other requirements in ANSI A118.4.

1. Laticrete 317 Mortar or 253 Gold.

2. Or equal.

B. Epoxy Grout: Two-component epoxy grout conforming to ANSI 118.3. Grout color shall match tile unless otherwise indicated.

1. Custom Building Products, 100% Solids Epoxy Grout.

2. Or equal.

2.4 EXPANSION JOINT MATERIALS

A. Backer Rod: Polyethylene foam, round, closed-cell, flexible, and compressible conforming to ASTM D1056.

B. Sealant: USDA approved polyurethane sealant conforming to ASTM C920; Type M; Grade P or NS; Class 25; Use T.

C. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer, compatible with joint forming materials.

D. Primer: Non-staining type, recommended by sealant manufacturer.

E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer for bottom of joints too shallow to receive backer rod.

2.5 MISCELLANEOUS MATERIALS

A. Transitions: Stainless steel ramp trim for transition to resilient flooring of profile and dimensions as indicated on the Drawings.

B. Joint Sealer: Penetrating Sealer, fungus- and bacteria-resistant, stain-resistant, and slip-resistant, acceptable to quarry tile and grout manufacturers.

1. Aqua Mix Inc.

2. Or Equal.

C. Cleaner: Neutral phosphate-free cleaner, acceptable to quarry tile and grout manufacturers.

1. Aqua Mix Inc.

2. Or Equal.

PART 3 - EXECUTION

3.1 TESTING

A. Perform moisture vapor emission rate, relative humidity, and alkalinity testing of concrete slabs per Section 09 0561 Moisture Testing for Flooring Installation.

B. Do not proceed until testing results are satisfactory for flooring installation or after remedial treatment (compatible with) has been applied.

3.2 EXAMINATION AND PREPARATION

A. Examine substrates and conditions for compliance with installation requirements. Verify that substrate meet the tolerances specified in the TCNA Handbook.

B. Fill cracks, holes, and depressions in concrete substrates with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer. Retest areas as required to meet the tolerances specified.

C. Verify that all penetrations through substrate for other trades have been installed. Protect the work of other trades in the area where tile work is to be installed.

D. Remove sealers, coatings, oil, dirt, and dust. Prepare floors before application of waterproofing membrane in accordance with printed instructions and recommendations of the manufacturer.

E. Proceed with Work only after all conditions are in compliance.

3.3 INSTALLATION GENERAL

A. Install waterproof membrane according to TCNA Standards and manufacturer’s instructions. Extend membrane up wall mortar or backing board 6 inches minimum above floor.

B. Verify that joints and cracks in quarry tile substrates are coordinated with caulked-joint locations; if not coordinated, adjust as required by the ARCHITECT.

C. For quarry tile installations other than slab on grade, before setting quarry tile and after seven days curing, water test membrane by damming drains and doors, filling floor with water to 4-inch minimum depth and leaving for 24 hours. Correct any leaks and re-test before proceeding. After testing, protect membrane from traffic until quarry tile Work begins.

D. Substrates to receive wall quarry tile base:

1. Scratch coat of cement plaster, as specified in Section 09 2423 - Cement Plaster and Metal Lath (required in student restrooms, showers and locker rooms, and quarry tile bases).

2. Cementitious backing panels, as specified in Section 09 2900 - Gypsum Board.

E. Do not install quarry tile until construction in spaces is completed and ambient temperature and humidity conditions are maintained in compliance with referenced standards and manufacturer's written instructions.

F. Protect adjacent surfaces during progress of Work of this section.

3.4 INSTALLATION OF FLOOR TILE

A. Mix setting mortar in accordance with ANSI recommendations. Install quarry tile over waterproof membrane utilizing "thin-set" method with latex Portland cement bond mortar, in accordance with manufacturer's printed instructions and ANSI A108.5. Place quarry tile into fresh mortar press quarry tile to insure full contact. Install quarry tile on floors with 1/4 inch joint width.

B. Install quarry tile in grid pattern, unless otherwise indicated. Align joints when adjoining quarry tiles on floor, base, walls, and trim are same size. Center the quarry tile fields in both directions for each space or on each wall area. Adjust to minimize quarry tile cutting.

C. Extend Work into recesses and under or behind equipment and fixtures to form a complete covering without interruptions, unless otherwise indicated. Terminate Work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

D. Accurately form intersections and returns. Perform cutting and drilling of quarry tile without damaging quarry tile. Carefully grind the cut edges of quarry tile abutting trim, finish, or built-in items. Fit quarry tile closely to

electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap quarry tile.

E. Locate joints, directly above joints of concrete substrates, at horizontal and vertical changes in plane, or where indicated during installation of mortar beds. In quarry tile floors, provide at 12 feet on center maximum. Do not saw-cut joints after installing quarry tiles.

F. Prepare and clean joints to be sealed. Apply sealants to comply with requirements of Section 07 9200 - Joint Sealants.

G. Conform to manufacturers printed instructions, and applicable requirements of ANSI and TCNA Standards.

3.5 INSTALLATION OF WALL BASE TILE

A. Install quarry tile over plaster wall brown coat, waterproof membrane, or cementitious backing panels utilizing "thin-set" method with latex Portland cement bond mortar, in accordance with manufacturer's printed instructions and ANSI A108.5. Install quarry tile on walls with 1/4 inch joint width. Insure that bond coats do not intrude into joints to be caulked. Cover cure with 40-weight Kraft paper for 72 hours minimum.

B. Top of base shall be level, vertical joints plumb with surfaces true and plumb, and edges of quarry tiles flushed.

C. Rub exposed cuts smooth with a fine stone; no cut edge shall be set against a fixture or adjoining surface without a 1/16 inch joint to be caulked.

3.6 GROUTING

A. Prior to starting, ensure that quarry tile surfaces are clean and excessive bond mortar is scraped and vacuumed from joints. Approximately 2/3 depth of quarry tile should be open for grouting. Follow manufacturer’s instructions for mixing grout. Once grout Work commences, proceed until complete wall or floor area is finished utilizing one batch of grout.

B. Do not dampen quarry tile. Force grout into joints with sufficient pressure on rubber float so as to fill joints completely and scrape excess grout off quarry tile surface with rubber float. Smooth or tool grout to uniform joint finish. Do not allow grout to harden on face of quarry tile.

C. Do not cover floor, but do not allow foot traffic for 72 hours. Then, if grout is not tacky, cover with 40-weight Kraft paper for protection.

3.7 CLEANING AND SEALING

A. Remove and replace cracked, broken or defective Work with proper material.

B. If grout scum is not visible on quarry tile surface after curing, clean quarry tile surface with clear water.

C. If, when curing membrane is removed, grout scum is visible on quarry tile surface, use the following cleaning method:

1. Immediately recover floor with paper or felt and allow to continue curing for a minimum of 14 days; uncover floor and maintain entire quarry tile surface saturated with clean cool water for not less than two hours.

2. Utilize a neutral cleaner acceptable to manufacturers of quarry tile and grout and follow manufacturer's instruction. Do not provide generic acid cleaners.

3. Wet quarry tile floors and apply cleaning solution to floor surface, then scrub with a brush. Rinse area several times with clean water to flush solution off floor surface.

C. Apply penetrating sealer in accordance with manufacturer's instructions utilizing a dense sponge applicator, paint pad, sprayer, or brush. Avoid overlapping, puddling, and rundown. Completely wipe surface dry within 3 to 5 minutes using cotton or paper towels; do not allow sealer to dry on quarry tile. After two hours, test surface by applying water droplets to surface. If water is absorbed, apply a second coat. Avoid surface traffic for 24 hours.

3.8 JOINT SEALANTS

A. Insure joints to be sealed are free of setting and grouting materials and construction debris. Do not permit any foot traffic on installed sealants for a minimum of 48 hours or protect with hardboard strips.

B. Install in accordance with Section 07 9200 - Joint Sealants.

3.9 PROTECTION

A. Admit no traffic where quarry tile is installed until mortar and grout has set for a minimum of 72 hours.

B. Protect Work of this section until Substantial Completion.

3.10 CLEAN UP

A. Remove rubbish, debris, and waste material and legally dispose of off the Project site.

SECTION 09 3016
QUARRY TILING

END OF SECTION

SECTION 09 5113
ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lay-in acoustical ceiling systems and metal suspension system.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 09 2900 - Gypsum Board.
3. Division 23 - HVAC.
4. Division 26 - Electrical.

1.2 QUALITY ASSURANCE

A. Ceiling systems shall consist of lay-in acoustical ceiling panels by a single manufacturer and suspension systems by a single manufacturer for the entire project.

B. Qualifications of Installer: Minimum five years' experience in installing acoustical ceiling systems of the types specified.

C. Regulatory Requirements: Surface Burning Characteristics in Accordance with ASTM E 84 for Class III or C finish:

1. Flame Spread: Less than 200.
2. Smoke Density: Less than 450.

1.3 SUBMITTALS

A. Section 01 3300 - Submittal Procedures: Procedures for Submittals.
Product Data: Metal grid suspension system components and acoustical panel units.

B. Shop Drawings: Indicate grid layout and related dimensioning, junctions with other work or ceiling finishes, interrelation of mechanical and electrical items related to system.

C. Maintenance Materials: Provide extra panels equal to 1 percent of the area of each typical module size of acoustical panel, but not less than 8 of each specified size, style, and color.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to the Project site in original sealed packages.

B. Store under cover in dry, watertight conditions.

C. Handle in a manner to prevent damage during storage and installation.

1.5 PROJECT CONDITIONS

A. Jobsite Requirements: Maintain uniform temperature range of 60-85 degrees F, and humidity of no more than 70 percent relative humidity prior to, during, and after installation

1.6 WARRANTY

A. Manufacturer shall provide a 10 year material warranty.

B. Installer shall provide a two year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. USG Corporation.

B. Armstrong World Industries.

C. CertainTeed Ceilings Corp.

D. Equal.

2.2 SUSPENSION SYSTEM

A. Metal suspension system for acoustical lay-in tile shall be hot-dipped galvanized steel conforming to ASTM A653. Main beams and cross tees shall be double-web steel construction with exposed flange design, with factory punched cross tee slots, hanger holes and integral couplings.

B. Metal suspension system for acoustical lay-in tile shall conform with ASTM C635, C636 and E580 and section 13.5.6 of ASCE 7, as amended by CBC Section 1615A.1.16, for installation in high seismic areas.

C. Structural classification of suspension systems shall be heavy-duty in conformance to ASTM C635.

D. Vertical Strut: USG Donn Compression Post, or equal, or as indicated; types and designs complying with requirements of authorities having jurisdiction and seismic Zones D, E and F requirements. Provide base attachment clip for connection of vertical strut to main beams.

E. Wall Molding: Fabricated from galvanized steel with 2-inch horizontal leg and hemmed edges, same finish as main and cross tees.

F. Spacer/Stabilizer Bars: Provide for tying together the ends of main runners and cross tees that are not attached to wall molding.

G. Hanger Wire: 0.106-inch diameter (0.144-inch diameter for pendant fixtures), galvanized soft annealed mild steel wire as defined in ASTM A641, Class 1 coating.

H. Provide attachment devices and any other required accessories for a complete suspended ceiling system installation.

2.3 ACOUSTICAL CEILING PANELS

A. Acoustical ceiling panels shall be class A in accordance to ASTM E1264.

B. Acoustical panels shall meet the following surface-burning characteristics when tested in accordance to ASTM E84 for Class A materials:

1. Maximum Flame Spread: 25.

2. Maximum Smoke Developed: 50.

C. Mold and Mildew Resistance: Panels and faces shall be treated with a biocide paint additive or an antimicrobial solution to inhibit mold and mildew.

2.4 CEILING TYPES

A. ACT 1 – Meeting & Storage Room:

1. Acoustical Ceiling Panels:

a. Panel Name: Armstrong Ultima Lay-In and Tegular 1942HRC, Ultima High NRC, OR equal.

b. Panel Size: 2-foot by 2-foot.

c. Panel Thickness: 3/4 inch.

d. Edge Detail: Beveled tegular 15/16”.

e. Light Reflectance: 0.88 minimum, in accordance with ASTM E1477.

f. CAC: Minimum 35, UL Classified, complying with ASTM E1414.

g. NRC: Minimum 0.75, UL Classified, complying with ASTM C423.

h. Color: White.

i. Recycled Content: 74 percent minimum.

2. Suspension System:

a. Suspension System Name: Silhouette XL by Armstrong, Fineline by USG, 4500 Ultraline Series by Chicago Metallic Corporation, or equal.

b. Color: White.

PART 3 - EXECUTION

3.1 PREPARATION

A. Furnish layouts for inserts, clips or other supports and struts required to be installed by the Work of other trades that depend on the suspended ceiling system for support.

B. Coordinate related Work to ensure completion prior to installation of clips or fasteners.

C. Compare layouts with construction conditions. Tile shall be spaced symmetrically about the centerlines of the room or space and shall start with a tile or joint line as required to avoid narrow tiles at the finish edges unless indicated otherwise. Joints shall be tight with joint lines straight and aligned with the walls. Ceiling moldings shall be provided where tile abuts wall with matching caulking to eliminate any space.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the United States Postal Service.

3.2 INSTALLATION OF SUSPENSION SYSTEMS

A. General:

1. Install suspension system in accordance with ASTM C636 and ASTM E580.

2. System shall be complete; with joints neatly and tightly joined and securely fastened; suspension members shall be installed in a true, flat, level plane.

3. Hanger Wires: 0.106 inch diameter minimum; larger sizes as indicated or required.

a. Fasten wires to panel points and structure above per most stringent requirements of fabricator and CBC and as indicated on Drawings.

b. Wires exceeding 1:6 out-of-plumb shall be braced with counter-sloping wires.

c. Maintain wires at least 6 inches from non-braced ducts, pipes, conduits, and other items.

d. Install wire along main runners at 4 feet on center. Terminal ends of each main runner and cross tee must be supported within 8 inches of each wall with a perimeter wire or within one-fourth (1/4) of the length of the end tee, whichever is least, for the perimeter of the ceiling area.

e. Where obstructions prevent direct suspension, provide trapezes or equivalent devices; 1 ½-inch minimum cold rolled channels back-to-back may be installed for spans to 6 feet maximum.

f. Wire shall be straight, without extraneous kinks or bend. Hanger wire connections must be capable of carrying a 200 - pound pull without stretching or shifting the suspension clip.

4. Bracing Wires to Resist Seismic Forces: 0.106 inch diameter minimum, larger sizes as indicated or required.
    a. System for Bracing Ceilings: Lay-In Ceiling Systems: Install one four-wire set of sway-bracing wires and a vertical strut for each 144 square feet maximum of ceiling area. Locate wire-sets and struts at 12 feet maximum on center. At ceiling perimeters, wire-sets shall be installed within 6 feet of walls.
    b. Install four-wire sets and struts within 2 inches of cross-runner intersection with main runner; space wires 90 degrees from each other.
    c. Do not install sway bracing wires at an angle greater than 45 degrees with the ceiling plane.
    d. Wires shall be tight, without causing ceiling to lift.
    e. Fasten struts in accordance with CBC requirements.
    f. Maintain wires at least 6 inches from non-braced ducts, pipes, conduit, and other items.
5. Provide additional wires, 0.106 inch diameter minimum, necessary to properly support suspension at electrical devices, air distribution devices, vertical soffits, and other concentrated loads.
6. Suspension:
    a. Suspension members shall be fastened to two adjacent walls per ASTM 580; but shall be at least 3/4 inches minimum clear of other walls.
    b. Any suspension members not fastened to walls shall be interconnected to prevent spreading, near their free end, with a horizontal metal strut or stabilizer bar or 0.064-inch diameter taut tie wire.
    c. Provide additional tees or sub-tees to frame openings for lights, air distribution devices, electrical devices, and other items penetrating through ceiling, which do not have an integral flange to support and conceal cut edges of acoustic panels. Provide cross bracing necessary to securely support any surface mounted fixtures or other items.
7. Attachment of Wires:
    a. To Metal Deck or Steel Framing Members: Install as required by current code.
    b. To Suspension Members: Insert through holes in members or supporting clips.

c. Wires shall be fastened with three tight turns minimum for hanger wires and four tight turns minimum bracing wires. Turns shall be made in a 1 ½-inch maximum distance.

B. Suspension System for 2-foot by 2-foot Lay-in Acoustical Ceilings:

1. Main Runners: Install main runners 48 inches apart; 0.106-inch diameter hanger wires space 48 inches on center maximum along runners, and within 8 inches of ends.

2. Install wall moldings with fasteners to studs. Install corner caps at molding intersections.

3. Cross-Tees: Install between main runners in a repetitive pattern of 2-foot spacings.

4. Sub-Tees: Install at edges of penetrations.

3.3 INSTALLATION OF ACOUSTICAL PANELS

A. Install panels into suspension system. Partial panels shall be neatly cut and fitted to suspension and around penetrations and/or obstructions. Duplicate tegular edges at partial panels; cuts to be straight. Repaint cut tiles to match color or as directed by manufacturer for mylar facing at visually exposed conditions or as required by the Architect.

B. Penetrations through the ceilings for sprinkler heads and other similar devices that are not integgrally tied to the ceiling system in the lateral direction shall have a 2 inch oversized ring, sleeve, or adapter through the ceiling tile to allow free movement of one inch in horizontal directions. Alternatively per ASTM E580, a flexible sprinkler hose fitting that can accommodate one inch of ceiling movement shall be permitted to be used in lieu of the oversized ring, sleeve, or adapter.

3.4 AIR DISTRIBUTION DEVICES

A. Refer to and coordinate with Division 23 - HVAC.

B. Install air distribution grilles and other devices into suspension system. Install 4 taut wires, each 0.106 inch diameter minimum, to each device within 3 inches of device corners, to support their weight independent of the suspension system.

3.5 LIGHT FIXTURES

A. Refer to and coordinate with Division 26 - Electrical.

B. Fixtures weighing less than 56 pounds: Install fixtures into suspension systems and fasten earthquake clips to suspension members. Install minimum 2 slack safety wires, each 0.106-inch diameter minimum, to each fixture at diagonally opposite corners, to support their weight independent of the system.

C. Fixtures weighing 56 Pounds or more: Install fixtures into suspension system and fasten earthquake clips to suspension system members as required by the Drawings and/or code. Install not less than 4 taut 0.106-inch diameter wires capable of supporting four times the fixture load.

D. Support pendant-mounted light fixtures directly from the structure above with hanger wires or cables passing through each pendant hanger and capable of supporting two times the weight of the fixture. Brace the pendant-mounted light fixtures by either a bracing assembly at the ceiling penetration or below the ceiling to the walls, as indicated in the drawings.

3.6 CLEANING

A. Clean exposed surfaces of acoustical ceilings including trim, edge moldings, and suspension system members.

B. Remove and replace work that cannot be successfully cleaned and repaired to eliminate evidence of damage

3.7 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 6513
RUBBER BASE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Topset coved rubber base for installation with surface flooring.

B. Related Requirements:
1. Division 01 - General Requirements.
2. Section 09 6519 - Vinyl Composition Tile.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's published technical data describing materials, construction, and recommended installation instructions. Submit technical data and installation instructions for each adhesive material.

B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, and cleaning of base.

C. Samples: Submit Samples of top set base in each available color. Following color selections, submit Samples, not less than 12 inches long of each selected color and type. Submit pint cans of each type of adhesive.

D. Maintenance Materials: Before Substantial Completion, deliver at least 50 lineal feet and five outside corner units of each color of rubber base installed. Deliver the materials in unopened factory containers or in sealed cartons with labels identifying the contents, matching installed materials. Include unopened cans of adhesives adequate to install the maintenance materials.

1.3 QUALITY ASSURANCE

A. Qualifications of Installer: Minimum five years' experience in successfully installing the same or similar flooring materials.

B. Comply with the following as a minimum requirement:
1. ASTM E84: Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM F1861: Standard Specification for Resilient Wall Base.
3. Comply with current CHPS requirements, www.chps.net.
4. Chemically based products such as sealers, primers, fillers, adhesives, etc. must be approved by Owner's Office of Environmental Health and Safety (OEHS).
5. Each selected color and configuration shall be from same dye lot and color.

1.4 DELIVERY, STORAGE AND HANDLING

A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name. Store materials at room temperature, but not less than 70 degrees F, for a minimum of 48 hours before installation, unless otherwise indicated in manufacturer's printed instructions.

1.5 PROJECT CONDITIONS

A. Ventilation and Temperature: Verify areas that are to receive rubber base are ventilated to remove fumes from installation materials, and areas are within temperature range recommended by the various material manufactures for site installation conditions.

1.6 WARRANTY

A. Manufacturer shall provide a five-year material warranty.

B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Burke/Mercer Wall Base.

B. Roppe, Pinnacle Rubber Base.

C. Flexco Company, Wallflower Premium Rubber Wall Base.

D. Johnsonite.

E. Equal.

2.2 MATERIALS

A. Rubber base: Conform to ASTM F 861; Group 2, solid (homogeneous); Type 1, TS, (thermoset) vulcanized rubber, Style A, 4-inch high unless otherwise indicated, integral colors as selected, non-shrinking, 1/8-inch-thick, with matching molded outside corners.

B. Base Adhesive: Water based, low odor type, as recommended by manufacturer of rubber base.

PART 3 - EXECUTION

3.1 COORDINATION

A. Coordinate the Work of this section with other sections to provide a level, smooth and clean finish surfaces to receive rubber base.

3.2 EXAMINATION

A. Field verify dimensions and other conditions affecting the Work of this section before commencing the Work of this section.

B. Before Work is started, examine surfaces that are to receive rubber base. Deficiencies shall be corrected before starting the Work of this section.

3.3 PREPARATION

A. Do not start preparation until adjacent concrete floor slabs are at least 90 days old and finished flooring is installed.

B. Install rubber base when ambient temperature is 70 degrees °F or higher.

3.4 INSTALLATION

A. Install top set base at hard floors, including resilient flooring, concrete and wood, carpet, and other soft floors.

B. Securely fasten cement base to backing in long lengths in accordance with manufacturer's recommendations. Lay out lengths so that not less than 18 inches long filler pieces are provided. Assure that top and toe continuously contact the wall and floor, and that all joints are tight. Install matching factory formed external corners at all offsets. Inside corners shall be coped; wrapped corners are not acceptable.

C. Use of adhesive gun is prohibited. Apply adhesive directly to substrate using the appropriate notched trowel or spreader according to manufacturer's instructions. Maintain 1/8-inch gap from top of base to prevent adhesive oozing onto adjacent surfaces.

D. Base and outside corners shall be rolled with a seam roller before adhesive sets.

3.5 CLEANING

A. Maintain surfaces of base clean as installation progresses. Clean rubber base when sufficiently seated and remove foreign substances.

B. Clean adjacent surfaces of adhesive or other defacement. Replace damaged and/or defective Work to the specified condition.

3.6 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of them off the Project site.

3.7 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 6519
LUXURY VINYL COMPOSITION TILE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Vinyl composition tile flooring as indicated.

B. Related Requirements:

1. Division 01 – General Requirements.
2. Section 06 2000 – Finish Carpentry.
3. Section 09 0565 – Moisture Testing for Flooring Installation.
4. Section 09 6513 – Rubber Base.

1.2 DEFINITIONS

A. Pop-up: A pop-up is defined as any surface deviation or looseness of substrate that is equal to or greater than 1/64 (0.015625) inch above the concrete floor level, regardless of the size.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's published technical data describing materials, construction, and recommended installation instructions. Submit technical data and installation instructions for each adhesive material. Submit list and Product Data of recommended finish materials.

B. Maintenance Instructions: Submit manufacturer's recommendations for maintenance, care, and cleaning of vinyl composition tile.

C. Samples: Submit Samples of vinyl composition tile and any reducers or transitions in each available color and pattern. Following color selections, submit full size samples of each selected color and pattern. Submit pint cans of each type of adhesive.

D. Maintenance Materials: Before Substantial Completion, deliver one unopened container of each color and pattern of vinyl composition tile in each color and pattern installed. Label each container indicating locations installed. Include unopened cans of adhesives adequate to install the maintenance materials.

E. Installer's Experience Qualifications: Submit list of not less than five projects, extending over period of not less than five years, indicating installer's experience record. Submit letter from manufacturer indicating manufacturer's approval for installer of the products.

1.4 QUALITY ASSURANCE

A. Qualifications of Installer: Minimum five years' experience in successfully installing the same or similar flooring materials.

B. Qualifications of Supervising Installer: In addition to the qualifications of the installer listed above, the flooring installer's supervisor shall have a minimum of 10 hours Cal-OSHA safety training.

C. Pre-Installation and Progress meetings: Prior to start of work of this section and after approval of submittals, schedule on-site meetings between Contractor, Supervising Installer, Owner, and Project Inspector to review installation and procedures required for project.

D. Comply with the following as a minimum requirement:
1. Materials shall be compliant with requirements of CBC Chapter 11B and ADAAG.
2. ASTM E84: Class A Flame Spread Rating of 25 or less.
3. Comply with current CHPS requirements, www.chps.net.
4. Moisture Testing: ASTM F1869.

1.5 DELIVERY, STORAGE AND HANDLING

A. Materials shall be delivered to the Project site in original unopened manufacturer's packaging clearly labeled with manufacturer's name.

B. Materials shall be stored at room temperature, but not less than 70 degrees F for not less than 48 hours before installation, unless manufacturer's instructions specify otherwise.

1.6 PROJECT CONDITIONS

A. Ventilation and Temperature: Verify areas that are to receive new flooring are ventilated to remove fumes from installation materials. Verify that areas are within temperature range recommended by the various material manufactures for Project site installation conditions.

1.7 WARRANTY

A. Manufacturer shall provide a five-year material warranty.

B. Installer shall provide a two-year fabrication and installation warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Armstrong Contract Interiors.

B. Mannington Commercial.

C. Congoleum, standard grade as manufactured by Mohawk.

D. Or equal.

2.2 MATERIALS

A. Luxury Vinyl Composition Tile: Conform to ASTM F1066, Composition 1, asbestos free, Class 2 (through pattern), 9-inch by 48-inch by minimum 1/8-inch-thick, colors and patterns as indicated on Drawings.

1. Tile shall be from same batch and run number for each color.

B. Crack Filler and Leveling Compound: 100 percent cementitious binder type (as defined by ASTM C150), shall be approved by Owner's Office of Environmental Health and Safety (OEHS). The following manufacturers are currently listed approved by OEHS:

1. Webcrete #95 as manufactured by Durabond.
2. Ardex SD-F.
3. Armstrong S183 or S184.
4. Equal, as recommended by flooring manufacturer and approved by OEHS.
5. Leveling Compound shall meet or exceed 200 pounds when tested in accordance with ASTM C 1583.

C. Concrete Primer: Non-staining type recommended by manufacturer of vinyl composition tile. Concrete primer shall be OEHS approved.

D. Adhesive: Water based; low odor type formulated specially for installation with vinyl composition tile and recommended by manufacturer.

E. Reducer Strips: Tapered rubber not less than one inch wide, and thickness to match tile.

F. Floor Finish: One of the following systems:

1. Neutral cleaner, Robusto, seal Hil-Tex and finish Explorer, manufactured by Hillyard.
2. Neutral cleaner, ACT sealer and Super Polymer 85 finish, manufactured by Maintex.
3. Sundance cleaner and Butcher's Mainstay floor finish, manufactured by Waxie Stationary Supply.
4. Equal.

PART 3 - EXECUTION

3.1 COORDINATION

A. Coordinate with related Work to assure level, dry, smooth, and clean finish surfaces to receive vinyl composition floor tile.

3.2 EXAMINATION

A. Field verify and correct all deficiencies of conditions affecting Work before commencing Work of this section.

3.3 INSTALLATION OF TILE

A. Color and pattern: Install tiles in the pattern indicated on Drawings. If no pattern is indicated, tiles shall be installed in a rectangular pattern, in one color.

B. Install vinyl composition floor tile when ambient temperature is 70 degrees F or higher or manufacturer's range.

C. Install the tile adhesive in a thin film evenly with a notched trowel. Trowel notches shall be as recommended by adhesive manufacturer.

1. Mix adhesive in accordance with manufacturer's instructions.

2. Install adhesive only in area that can be covered by flooring material within the adhesive manufacture's recommended working time. Do not set tile into wet adhesive.
3. Tile must be set into dry, but still tacky, adhesive film. Remove adhesive that has dried beyond recommended time or has filmed over and is no longer tacky.
4. Adhesive application rate shall be as required to avoid telegraphing trowel lines to the surface after maintenance coatings are applied. Adjust tile runoff during installation if necessary.
5. Immediately remove any excess adhesive from the tile surface using the adhesive manufacturer's recommended cleaner and a damp, not wet, cloth.

D. Provide reducer where floor covering edges are exposed, such as at center of the door or where floor coverings terminate.

E. Install tiles symmetrically about centerlines of areas progressing toward walls. Adjust border tiles as required. Tiles shall be straight and joints close. Tile shall be cut to fit snugly at doorframes, and walls. No slivers at edges.

F. Mechanically cut flooring material to produce square true edges.

G. As floor tile is installed and within adhesive's recommended working time, roll with a clean, smooth, 100-pound roller in both directions. As the rolling proceeds, replace any loosened, defective, or damaged tile with new and finish to the specified condition.

H. Remove dust, debris, and soil with any combination of sweeping, micro-fiber dust-mopping with a properly treated, non-oily mop and vacuuming.

3.4 CLEANING, WAXING, AND COMPLETION

A. Maintain flooring surfaces clean as installation progresses.

B. Use a sprayer to mist the area to be cleaned with a neutral cleaning solution prepared in accordance with manufacturer's instructions.

C. Gently scrub the floor using red or maroon cleaning, not stripping pads, mounted on a single disc, 175 RPM floor machine; or preferably, with a machine that uses horizontally mounted brushes with a counter-rotating spindle motion. Never allow the machine to remain running stationary.

D. Remove the resulting slurry with a wet vacuum.

E. Rinse the floor at least four times, each time using a clean mop and clean rinse water. On the first rinse, apply just enough water to keep the floor wet until the solution is picked-up with a vacuum. The next two rinses should be with a well wrung-out, damp mop. The final rinse should produce clean rinse water. Ensure the rinse water is clean throughout the rinsing process. Avoid tracking the floor after the final rinse. Check the floor after the final rinse for any missed areas and re-scrub/rinse as needed. Repeat the rinsing process until all signs of the cleaning solution are removed and the floor shows no sign of haziness or dusting when dry. If the Contractor has lightweight "automatic" floor machines capable of achieving the same result as

described above, they may be used in-place of this method. Do not flood or excessively dampen floor at any time.

F. Allow the Work to dry thoroughly.

G. Finish vinyl composition tile with two coats of sealer, and four coats of finish (wax) applied in accordance with manufacturer's instruction. Each coat shall dry for a time recommended by the manufacturer. The last coat of floor wax shall be burnished in accordance with manufacturer's written instructions. Take care not to allow any foreign material, including dust and mop fibers to become embedded in any coat of wet sealer or finish.

H. After the last coat of floor finish has dried sufficiently according to the manufacturer's instructions, burnish work, using high speed equipment, in accordance with manufacturer's written instructions to bring the entire surface, including the corners and edges, to high level of luster, free of marks and dust embedded in finish

I. Clean adjacent baseboard and other surfaces of adhesive and other materials. Replace damaged or defective Work to the specified condition.

3.5 CLEAN UP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

3.6 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 9113
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on exterior substrates listed in part, 3.6 Exterior Painting Schedule.

B. Related Requirements:

1. Section 09 9123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.
2. Section 09 9300 "Staining and Transparent Finishing" for surface preparation and the application of wood stains and transparent finishes on exterior wood substrates.

1.3 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA.

I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.

J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.

K. PDCA: Painting & Decorating Contractors of America www.pdca.org

L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org.

M. Green Wise: Green Wise products are tested in an ISO accredited laboratory to meet environmentally determined performance standards established by Coatings Research Group, Inc.

N. Dunn-Edwards Conformance Chart: DE CONFORMANCE TABLE

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
2. Label each Sample for project, architect, general contractor, painting contractor, paint color name and number, paint brand name, "P" number if applicable, and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Provide not less than 1 gal. (3.8 L) of each material and color

applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F (7 degrees C) or more than 120 degrees F (49 degrees C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 90 degrees F (10 and 32 degrees C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; or at temperatures less than 5 degrees F (3 degrees C) above the

dew point; or to damp or wet surfaces.

C. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide products listed from Dunn-Edwards Corporation OR Equal.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.

D. Colors: As selected by the Architect.

1. Indicate a percentage of the surface area that will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site.

Samples will be identified, sealed, and certified by testing agency.

2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry (Clay and CMU): 12 percent.
3. Wood: 15 percent.
4. Portland Cement Plaster: 12 percent.
5. Gypsum Board: 12 percent.

C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.

D. Exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

F. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.

G. Shop Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.

H. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

I. Aluminum Substrates: Remove loose surface oxidation.

J. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.

4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Owner, to completely hide base material, provide uniform color, and to produce satisfactory finish results.
3. Apply coatings without thinning except as specifically required by label directions or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
5. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
6. Paint entire exposed surface of window frames and sashes.
7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.

B. Tint each undercoat to a lighter shade of the finish coat (not to exceed 2 ounces of colorant) to facilitate identification of each coat if multiple coats of same material are to be applied.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Block Fillers: Provide block fill as scheduled to conform to the following: PDCA Standard P12-05.

1. Level 3 - Premium fill: One or multiple coats of high performance block filler manufactured to be applied at a high dry film build. Block filler shall be back-rolled to eliminate voids and reduce the majority of

the masonry profile depth.

F. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view:
   a. Equipment, including panelboards and switch gear.
   b. Uninsulated metal piping.
   c. Uninsulated plastic piping.
   d. Pipe hangers and supports.
   e. Metal conduit.
   f. Plastic conduit.
   g. Tanks that do not have factory-applied final finishes.
   h. Other items as directed by the Architect.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

SECTION 09 9113
EXTERIOR PAINTING

A. Concrete Substrates, Masonry, Clay, Stucco, Non-Traffic Surfaces:

1. Premium Latex System:

a. Prime Coat: Primer, alkali resistant, waterbased, interior/exterior, Dunn-Edwards, Eff-Stop Select ESSL00.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield SSHL50 100% acrylic, (Gloss Level 5).

B. Non-Ferrous Metal Substrates:

1. Premium Latex System:
a. Pre-Treatment: Waterbased, Krud Kutter, Metal Clean & Etch SCME-01
b. Prime Coat: Primer, waterbased, interior/exterior, Dunn-Edwards, Ultrashield Galvanized Metal Primer ULGM00.
c. Intermediate Coat: Latex, exterior, matching topcoat.
d. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield SSHL50 100% acrylic, (Gloss Level 5).

C. Wood Substrates:

1. Premium Latex System:

a. Prime Coat: Primer, waterbased, exterior, Dunn-Edwards, Ultra-Grip Premium UGPR00 or EZ-Prime Premium EZPR00
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior, semi-gloss, Dunn-Edwards, Spartashield SSHL50 100% acrylic, (Gloss Level 5).

2. Acrylic Flat Paint system:
a. Prime Coat: Primer, waterbased, exterior, Dunn-Edwards, EZ-Prime Premium EZPR00.
b. Intermediate Coat: Acrylic, exterior, matching topcoat.
c. Topcoat: Acrylic, exterior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, (flat).

END OF SECTION

SECTION 09 9123
INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following interior substrates listed in 3.6 Interior Painting Schedule.

B. Related Requirements:
   1. Section 09 2900 "Gyp Board" for surface preparation and the application of paint finishes.
   2. Section 09 9113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 1 to 2 units at 85 degrees.

B. Gloss Level 2: 5 to 9 units at 60 degrees and 10 to 15 units at 85 degrees.

C. Gloss Level 3: 10 to 15 units at 60 degrees and 15 to 30 units at 85 degrees.

D. Gloss Level 4: 20 to 35 units at 60 degrees and 35 to 50 units at 85 degrees.

E. Gloss Level 5: 40 to 50 units at 60 degrees.

F. Gloss Level 6: 70 to 80 units at 60 degrees.

G. Gloss Level 7: More than 80 units at 60 degrees.

H. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.

I. Mildew Resistant: Certified products are specially formulated with microbicidal additives that resist mold, mildew, and algae growth on the paint film and inhibit growth of bacterial odors.

J. CHPS: Collaborative for High Performance Schools. A national movement to improve student performance and the entire educational experience by building the best possible schools. www.chps.net.

K. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA.

L. PDCA: Painting & Decorating Contractors of America www.pdca.org .

M. RAVOC: Reactivity adjusted VOC. "Reactivity" means the ability of a VOC to promote ozone formation

N. SSPC: The Society for Protective Coatings publishes Scopes of SSPC Surface Preparation Standards and Specifications www.sspc.org .

O. Dunn-Edwards Conformance Chart: D-E CONFORMANCE TABLE

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. LEED v.4 Requirements: Interior paints and coatings must pass CDPH Standard Method V1.1 (also called section 01350) emissions testing; and they must comply with the VOC content limits of the California ARB 2007 Suggested Control Measure for Architectural Coatings.

C. Samples for Initial Selection: For each type of topcoat product.

D. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, no smaller than 7 inches X 10 inches (177 mm X 254 mm) or larger than 8.5 inches X 11 inches (216 mm X 280 mm).
2. Label each Sample for project, architect, general contractor, painting contractor, paint color name and number, paint brand name, "P" number if applicable, and application area.

E. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Provide not less than 1 gal. (3.8L) of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on mockups.

a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.

3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 90 degrees F (10 and 32 degrees C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F (3 degrees C) above the dew point; or to damp or wet surfaces.

C. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide products listed from the Dunn-Edwards Corporation OR equal.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: Provide material that comply with VOC limits of authorities having jurisdiction.

C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited and zero VOC colorants should be used whenever possible.

D. Colors: As selected by the Architect.

1. Indicate a percentage of surface area which will be painted with deep tones.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Article 2.2. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Masonry (Clay and CMU): 12 percent.
2. Wood: 15 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smoothly.

D. Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.

E. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

G. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.

E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.

F. Shop Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop primed surfaces.

G. Galvanized Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

H. Aluminum Substrates: Remove loose surface oxidation.

I. Wood Substrates:

1. Scrape and clean knots and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

J. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat to a lighter shade of the finish coat (not to exceed 2 ounces of colorant) to facilitate identification of each coat if multiple coats of same material are to be applied.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Block Fillers: Provide block fill as scheduled to conform to the following PDCA Standard P12-05:

1. Level 3 - Premium Fill: One or multiple coats of high performance block filler manufactured to be applied at a high dry film build. Block filler shall be back-rolled to eliminate voids and reduce the majority of the masonry profile depth.

F. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed in equipment rooms:

a. Equipment, including panelboards and switch gear.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.

i. Other items as directed by the architect.

2. Paint the following work where exposed in occupied spaces:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
h. Other items as directed by the Architect.

3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Gypsum Board Substrates:

1. Premium Low Odor / Zero VOC Latex System:

a. Prime Coat: Primer sealer, latex, interior, Dunn-Edwards, Vinylastic Select VNSL00.
b. Intermediate Coat: Latex, interior, matching topcoat
c. Topcoat: Latex, interior, flat, Dunn-Edwards, Spartazero SZRO10, (Gloss Level 1).
Or
d. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall SWLL50, (Gloss Level 5).

B. CMU Substrates:

1. Premium Low Odor / Zero VOC Latex System:

a. Block Filler: Block filler, latex, interior/exterior, Dunn-Edwards, Smooth Blocfil Select SBSL00.
b. Intermediate Coat: Latex, interior, matching topcoat.

c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall SWLL50, (Gloss Level 5).

C. Ferrous Metal Substrates:

1. Premium Low Odor / Zero VOC Latex over a Waterborne Alkyd Primer System:

a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, Dunn-Edwards, Bloc-Rust Premium BRPR00 Series or Enduraprime rust preventative primer ENPR00.
b. Intermediate Coat: Latex, interior, matching topcoat.

c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall SWLL50, (Gloss Level 5).

D. Non-Ferrous Metal Substrates:

1. Premium Low Odor / Zero VOC Latex System:

a. Pre-Treatment: Waterbased, Krud Kutter, Metal Clean & Etch SCME-01

b. Prime Coat: Primer, waterbased, Dunn-Edwards, Ultrashield Galvanized Metal Primer ULGM00.

c. Intermediate Coat: Latex, interior, matching topcoat.
d. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall SWLL50, (Gloss Level 5).

E. Wood Substrates:

1. Premium Low Odor / Zero VOC Latex System:

a. Prime Coat: Primer, acrylic, for interior wood, Dunn-Edwards, Ultra-Grip Select UGSL00 or Dunn-Edwards, Inter-Kote IKPR00.
b. Intermediate Coat: Latex, interior, matching topcoat.
c. Topcoat: Latex, interior, semi-gloss, Dunn-Edwards, Spartawall SWLL50, (Gloss Level 5).

2. Acrylic Flat Paint system:

a. Prime Coat: Primer, waterbased, interior, Dunn-Edwards, EZ-Prime Premium EZPR00.
b. Intermediate Coat: Acrylic, interior, matching topcoat.
c. Topcoat: Acrylic, interior, flat, Dunn-Edwards, Acri-Hues ACHS10 100% acrylic, (flat).

END OF SECTION

SECTION 09 9623
NON-SACRIFICIAL ANTI-GRAFFITI COATING

PART 1: GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and field apply the Non-sacrificial Anti-Graffiti coating as indicated on the Plans and as herein specified.

B. All vendors, suppliers, and manufacturers' representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

C. Related Documents.
Drawings and general provisions of the Contract

1.2 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section. Low- sheen refers to a finish with a gloss range between 30 and 40 when measured at a 60-degree meter.

B. General: Standard anti-graffiti properties defined in ASTM D 6578 apply to this Section.

1.3 SUBMITTALS AND SUBSTITUTIONS

A. Submit three (3) sets of a typewritten list of each component of the coating system as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, catalog number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the equipment and material to be installed. The submittal shall include a manufacturer's certification that all products supplied comply with the requirements indicated that limit the amount of VOCs in coating products.

B. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications.

1.4 QUALITY ASSURANCE

A. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site components, materials and equipment in a functional manner and in which they were intended in the drawings.

B. Applicator Qualifications: Engage an experienced applicator who has completed anti-graffiti coating system applications similar in material and extent to those indicated for Project and whose work has a record of successful in-service performance.

C. Source Limitations: Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats.

D. Benchmark Samples (Mockups): Provide a full-coat benchmark finish sample for each substrate required.

E. Duplicate finish of approved sample Submittals. Architect will select one area or surface of each different substrate to represent surfaces and conditions for application. Wall Surfaces: Provide samples on at least 100 sq. ft. (9 sq. m), or as directed by Architect, of wall surface for each different substrate.

F. Apply coatings to each surface as specified. Provide the required sheen of each surface.

G. After finishes are accepted, City Engineer will use the surface to evaluate coating systems of a similar nature.

H. Final approval of coatings will be from benchmark samples.

I. Preinstallation Conference: Conduct conference at Project site to comply with requirements.

J. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to City.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with the following information:

Name or title of material.
Product description (generic classification or binder type).
Manufacturer's stock number and date of manufacture.
Contents by volume, for vehicle constituents.
Thinning instructions.

Application instructions.
Handling instructions and precautions.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a temperature range between 40 and 95 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.

C. Protect materials from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and applying coatings.

1.6 PROJECT CONDITIONS

A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 45 and 85 deg F.

B. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit coatings to be applied according to manufacturers' written instructions and warranty requirements.

C. Concrete surfaces and mortar have cured for more than 28 days. Rain is not predicted within 24 hours. Application proceeds more than 24 hours after surfaces have been wet, unless otherwise recommended by manufacturer.

D. Windy conditions do not exist that may cause anti-graffiti coatings to be blown onto vegetation or surfaces not intended to be treated.

E. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

F. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before proceeding with or continuing coating operation. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and temperature within the area can be maintained within limits specified by manufacturer during application and drying periods.

1.7 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer and applicator agree(s) to repair or replace materials that fail to maintain graffiti repellency within specified warranty period.

B. Warranty Period: Ten years from date of Substantial Completion.

PART 2: PRODUCTS

2.1 MATERIAL & MANUFACTURERS

A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer’s name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equals are acceptable.

B. Information pertaining to the product as to the manufacturer, material, model, color, finish, etc. is shown on the plan.

2.2 GENERAL MATERIALS AND MANUFACTURERS

A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's highest grade of the various anti-graffiti coatings specified. Materials not displaying manufacturer's product identification are not acceptable.

C. Proprietary Names: Use of manufacturer's proprietary product names to designate materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

D. VOC Classification: Provide anti-graffiti coating materials, including primers, undercoats, and finish-coat materials, that have a VOC classification of 100 g/L or less

2.3 EXTERIOR ANTI-GRAFFITI COATING SYSTEMS

A. Provide the following 3 coat application over exterior cast-in-place concrete; concrete and brick masonry vertical surfaces; and where indicated per plans:

a. Primer: Acrylic/Silicon UV stable bonding primer applied at spreading rate recommended by manufacturer.
   1. SCS-002SP Sealer Prime Waterborne Sealer; Seicoat Corporation 323-263-4575 www.seicoat.com.

b. Intermediate Coat: One component nanotechnological anti-graffiti coating applied at spread rate recommended by manufacturer to a dry film thickness of 1.0. Product must be a Level 1 Antigraffiti coating as specified by ASTM D6578.
   1. GPA-300 Graffiti Proofer; Seicoat Corporation 323-263-4575

c. Finish Coat: One component nanotechnological anti-graffiti coating applied at a spread rate recommended by manufacturer to a thickness of 2.0 mils. Product must be a Level 1 Antigraffiti coating as specified by ASTM D6578.
   1. GPA-300 Graffiti Proofer; Seicoat Corporation 323-263-4575 Product must meet Anti-graffiti test defined in ASTM D 6578.

PART 3: EXECUTION

3.1 EXAMINATION

A. Verify site conditions and surfaces are ready to receive work.

B. Verify that layout and site are compatible.

C. With Applicator present, examine substrates and conditions under which anti-graffiti coatings will be applied, for compliance with coating application requirements.

D. Apply coatings only after unsatisfactory conditions have been corrected and surfaces to receive coatings are thoroughly dry.

E. Start of application is construed as Applicator's acceptance of surfaces within that particular area.

F. Coordination of Work: Review other Sections in which primers or other coatings are provided to ensure compatibility of total systems for various

substrates. On request, furnish information on characteristics of specified finish materials to ensure compatible primers.

3.2 PREPARATION

A. General: Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item; provide surface-applied protection before surface preparation and coating.

B. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.

C. Cleaning: Before applying anti-graffiti coatings, clean substrates of substances that could impair bond of coatings. Remove oil and grease before cleaning.

D. Schedule cleaning and coating application so dust and other contaminates from cleaning process will not fall on wet, newly coated surfaces.

E. Surface Preparation: Clean and prepare surfaces to be coated according to manufacturer's written instructions for each substrate condition and as specified.

F. Prepare concrete, brick, concrete masonry block, and cast stone surfaces to be coated. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods to prepare surfaces.

G. Use abrasive blast-cleaning methods if recommended by coating manufacturer.

H. Do not coat surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

I. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.

J. Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.

K. Stir materials before applying to produce a mixture of uniform density. Stir as required during application.

L. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.

M. Use only the type of thinners approved by manufacturer and only within recommended limits.

N. Protect adjoining work, including sealant bond surfaces, from spillage or blow-over of coating system components.

O. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of components being deposited on surfaces. Cover live plants and grass.

P. Coordination with Sealants: Do not apply anti-graffiti coatings until sealants for joints adjacent to surfaces receiving coatings have been installed and cured.

Q. Anti-graffiti coating work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, anti-graffiti coatings, and sealant materials identical to those used in the work.

R. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 APPLICATION

A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of anti-graffiti coatings and to instruct Applicator on the product and application method to be used.

B. General: Apply anti-graffiti coatings according to manufacturer's written instructions.

C. Use applicators and techniques best suited for the material being applied. Do not apply anti-graffiti coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film. Coating surface treatments and finishes are indicated in the coating system descriptions. Provide finish coats compatible with primers used. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

D. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.

E. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.

F. The number of coats and film thickness required is the same regardless of application method.

G. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. Allow sufficient time between successive coats to permit proper drying.

H. Give special attention to edges, corners, crevices, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.

I. Application Procedures: Apply coatings according to manufacturer's written instructions.

J. Spray Equipment: Use mechanical methods to apply coating as permitted by manufacturers written instructions and governing regulations.

K. Use spray equipment with orifice size recommended by manufacturer for material and texture required.

L. Minimum Coating Thickness: Apply each material no thinner than manufacturer's recommended spreading rate.

M. Provide total dry film thickness of the entire system as recommended by manufacturer.

N. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by manufacturer, to material required to be coated or finished that has not been prime coated by others.

O. Recoat primed and sealed substrates immediately if there is evidence of suction spots or unsealed areas in first coat, to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.

P. Completed Work: Match approved Samples for shade and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

3.4 CLEANING

A. Immediately clean anti-graffiti coatings from adjoining surfaces and surfaces soiled or damaged by application as work progresses. Repair damage caused by application. Comply with manufacturer's written cleaning instructions.

3.5 PROTECTION

A. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

B. Provide "Wet Paint" signs to protect newly coated finishes. After completing coating operations, remove temporary protective wrappings provided by others to protect their work.

C. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

END OF SECTION

SECTION 10 1400
SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Supply and installation of Interior Room Signs, and Geometric Signs.

B. Related Sections:
1. Project Signs, see Construction Facilities and Temporary Controls: Section 01 5000, Temporary Facilities Control.
2. Division 9, Finishes

1.2 SUBMITTALS

A. Make submittals in accordance with section 01 3300.

B. Shop Drawings: Submit shop drawings showing sizes of signs and lettering, construction details of signs and anchoring details.

C. Submittals: Submit color and texture samples of all materials to be used for signs.

D. Samples: Submit 1 full size sample of each toilet room signs.

1.3 QUALITY ASSURANCE

A. Manufacturers shall have been regularly engaged in manufacturing identifying devices for minimum of 5 years.

B. Pre-Installation Conference: Notify City when signs are ready for installation. Arrange for conference at site. Do not proceed with installation until ARCHITECT'S approval of specific locations and methods of attachment has been obtained.

C. Provide signs from one manufacturer.

1.4 PRODUCT HANDLING

A. Use all means necessary to protect signs before, during and after installation. In event of damage, immediately make necessary repairs and replacements.

PART 2 - PRODUCTS

2.1 MANUFACTURE

A. Products of following manufacturers are acceptable and are the basis for intended design and quality.

1. Vomar Products Inc.
2. ASI-Modulex, Inc.
3. Mohawk Sign Systems, Inc.
4. Accent Signage Systems.
5. The Gruenke Company.
6. Ada Sign Products.
7. AccuBraille.
8. Equal.

2.2 MATERIAL AND FABRICATION

A. Interior Room Identification Sign Materials:

1. Substrate Panel: 1/8 inch minimum thick, integrally colored, or clear acrylic plastic, or laminated acrylic. Conforming to ASTM D4802; non-glare (matte), UV stable, suitable for interior and exterior use.

   a. Corners shall be square.

   b. Edges shall be square and eased.

   c. Colors as selected by ARCHITECT from manufacturer's custom color range.

2. Fasteners:

   a. Stainless steel tamper-proof screws and plastic anchors.

   b. Signs mounted on fire-rated doors shall be secured with adhesive.

   c. Adhesives and sealants shall comply with the limits for VOC content.

B. Characters and Symbols: Shall be fabricated by one of the processes described below:

1. Computer cut raised characters and graphics shall be cut from 1/16 inch integrally colored acrylic. Raised characters and graphics shall be inlaid 1/32 inch minimum into first surface of sign background, secured with adhesive so it cannot be removed without the use of tools. Raised characters and graphics shall have beveled, eased, or rounded edges. Non-tactile text and graphics shall be applied to the second surface, and background color shall be applied to the second surface and protected with

film or an additional backplate. Pictograms and other symbols including the International Symbol of Accessibility, which are included on signs with raised characters and Braille, are not required to be raised.

2. Raised characters and graphics including braille shall be integral to sign face and shall be formed into sign face by high pressure thermoforming using a negative mold. No applied, glued, welded tactile elements are acceptable. Raised characters and graphics shall have beveled, eased, or rounded edges. No sharp, square edges are acceptable. Non-tactile text and graphics shall be applied to the second surface, and background color shall be applied to the second surface and protected with vinyl film. Pictograms and other symbols including the International Symbol of Accessibility, which are included on signs with raised characters and Braille, or other signs are not required to be raised.

2.3 COMMUNICATION ELEMENTS AND FEATURES

A. Raised Characters Raised characters shall comply with CBC 11B-703.2.

1. Character Type: Characters on signs shall be raised 1/32 inch minimum above their background and shall be sans serif uppercase characters duplicated in Braille. Characters and Braille shall be in a horizontal format.

2. Character Height: Character height measured vertically from the baseline of the character shall be 5/8 inch minimum and 2-inch maximum based on the height of the uppercase letter “I”.

3. Character Proportions: Characters shall be selected from fonts where the width of the uppercase letter “O” is 60 percent minimum and 110 percent maximum of the height of the letter “I”.

4. Stroke Thickness: Stroke thickness of the uppercase letter “I” shall be 15 percent maximum of the height of the character.

5. Character and Line Spacing shall be in conformance to CBC 11B-703.2.7 and 11B-703.2.8.

6. Character Placement: Shall be placed in accordance to Section 2.3, C below.

A. Visual Characters: Visual characters shall comply with CBC Section 11B-703.5. Characters shall be conventional in form and shall be uppercase or lowercase or a combination of both, as indicated on the drawings. Characters shall not be italic, oblique, highly decorative, or of other unusual forms.

1. Finish and Contrast: Characters and their backgrounds shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or a dark character on a light background.

2. Character Proportions: Characters shall be selected from fonts where the width of the uppercase letter “O” is 60 percent minimum and 110 percent maximum of the height of the uppercase of the letter “I”.

3. Character Height: Minimum character height shall comply with CBC Table 11B-703.5.5.

4. Height from Finish Floor or Ground: Visual characters shall be 40 inches minimum above the finish floor or ground

5. Stroke Thickness: Uppercase letter “I” shall be 10 percent minimum and 20 percent maximum of the height of the character.

6. Character and Line Spacing: Shall be in accordance to CBC 11B-703.5.8 and 11B-703.5.9.

B. Braille: Contracted Grade 2 Braille, conforming to CBC 11B-703.3. Braille characters shall be inlaid optically correct acrylic Raster beads into computer drilled holes in the panel surface.

1. Dimensions and Capitalization: Braille dots shall have a domed or rounded shape and shall comply with CBC Table 11B-703.3.1. The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms.

2. Position: Braille shall be positioned below the corresponding text in a horizontal format, flush left or centered. If text is multi-lined, Braille shall be placed below the entire line of text. Braille shall be separated 3/8 inch minimum and 1/2 maximum from any other tactile characters and 3/8 inch minimum from raised borders and decorative elements.

C. Pictograms: In conformance to CBC 11B-703.6. Pictograms shall have a field height of 6 inches minimum. Characters and Braille shall not be in the pictogram field.

1. Finish and Contrast: Pictograms and their field shall have a non-glare finish. Pictograms shall contrast with their field with either a light pictogram on a dark field or a dark pictogram on a light field.

2. Text Descriptors: Pictograms shall have text descriptors located directly below the pictogram field, and shall comply with CBC 11B-703.2, 11B-703.3 and 11B-703.4.

D. International Symbol of Accessibility (ISA): Shall comply with CBC 11B-703.7 and CBC Figure 11B-703.7.2.1. The ISA shall consist of a white figure on a blue background. The blue color shall be approximate to FS. 15090 in Federal Standard 595C.

E. Mounting Locations and Height: Signs with tactile characters shall be as indicated on the drawings and in conformance to CBC 11B-703.4.

1. Mounting Locations:

    a. Identification signs for rooms and spaces shall be located on the wall adjacent to the latch side of the door, as one enters the room or space.

    b. Signs that identify exits shall be located at the exit door when approached in the direction of egress travel.

    c. Signs containing tactile characters shall be located so that a clear floor space 18-inches minimum by 18-inches minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45-degree open position.

    d. Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side.

    e. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located at the inactive leaf.

    f. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right-hand door.

    g. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall.

2. Mounting height above finish floor or ground: Tactile characters on signs shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest Braille cells and 60 inches maximum above the finish floor or ground surface, measured from the baseline of the highest line of raised characters.

2.4 RESTROOM SIGNAGE

A. Multiple-Occupancy restrooms shall be provided with geometric symbols and wall mounted pictograms with text descriptors.

B. Geometric Symbols:

1. Doorways leading to toilet rooms shall be identified by a geometric symbol complying with CBC Section 11B-703.7.2.6.

2. Male Restroom Door Symbol: 1/4-inch-thick equilateral triangle with edges 12 inches long, with vertex pointing upward, the triangle symbol shall contrast with the door, either light on a dark background or dark on a light background. A male silhouette shall appear within the equilateral triangle in contrasting color to it.

3. Female Restroom Door Sign: 1/4-inch-thick circle 12-inch diameter, the circle symbol shall contrast with the door, either light on a dark background or dark on a light background. A female silhouette shall appear within the circle in contrasting color to it.

4. “All Gender” Restroom Door Sign (Single occupancy restrooms): 1/4-inch-thick circle, 12-inch diameter with a 1/4-inch-thick equilateral triangle with the vertex pointing upward superimposed on the circle and within the 12-inch diameter. Triangle and circle shall be of contrasting colors; the circle symbol shall contrast with the door. A female and male silhouette shall appear within the equilateral triangle in contrasting color to it, and the word “restroom” shall appear on the bottom part of the circle in contrasting color to it.

5. Edges and Vertices on Geometric Symbols: Shall be eased or rounded at 1/16 inch minimum or chamfered at 1/8 inch maximum. Vertices shall be radiused between 1/8 minimum and ¼ inch maximum.

6. Location and Mounting Height: Symbols shall be mounted at 58 inches minimum and 60 inches maximum above the finish floor or ground surface measured from the centerline of the symbol. Where a door is provided the symbol shall be mounted within one inch of the vertical centerline of the door.

C. Room Identification for Multiple-Occupancy Restrooms: Provide a 16-inch-long by 6-inch-tall room identification sign, including a pictogram of the International Symbol of Accessibility on the side. Restroom names shall be “Women” or “Men.” Characters, Braille, pictograms and mounting locations and height shall be in conformance to section 2.3.

D. Room Identification for Single-Occupancy Restrooms: Provide a 16-inch-long by 6-inch-tall room identification sign, including a pictogram of the International Symbol of Accessibility on the side. Text descriptor shall be “All Gender Restroom.” Characters, Braille, pictograms and mounting locations and height shall be in conformance to section 2.3.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive work.

B. Beginning of installation means installer accepts condition of existing surfaces.

3.2 INSTALLATION

A. Interior Identification Signs and Interior Directional Signs:

1. Anchor signs to wall using 4 tamperproof, round head screws, one at each corner of sign. Furnish plastic anchors.

2. In In addition to screws, signs shall be secured to wall with high-bond two-faced tape.

3. For installation on glass, fasten sign to glass with extremely high bond double faced tape. On opposite side of glass, anchor matching backplate to glass with very high-bond double-faced tape.

C. Geometric Signs: Toilet room signs shall be anchored to doors with 3 tamperproof countersunk screws, designed for anchoring to material of wall.

3.3 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

3.4 PROTECTION

A. Protect Work of this section until Substantial Completion.

Payment for items of work covered under Division 10 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 10 2115
TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Solid phenolic toilet compartments, urinal screens, hardware, and vision screens.

B. Related Sections:
   1. Division 01 – General Requirements.
   2. Section 06 1000 – Rough Carpentry.
   3. Section 10 2813 – Toilet Accessories.

1.2 DESIGN REQUIREMENTS

A. Compartments: Floor supported overhead braced type units consisting of solid phenolic pilasters, panels, and doors; plated steel leveling devices with stainless steel covers; and stainless-steel fittings, hardware, and fastenings.

B. Urinal Screens: Floor supported, and wall hung type supported consisting of solid phenolic screen panels and plated steel leveling devices with stainless steel covers, stainless steel fittings and fastening.

1.3 SUBMITTALS

A. Section 01 3300 - Submittal Procedures: Procedures for submittals.

   1. Product Data: Submit manufacturer's data sheets for each product specified.
   2. Shop Drawings: Submit manufacturer's shop drawings for each product specified, including the following:
      a. Plans, elevations, details of construction and attachment to adjacent construction.
      b. Show anchorage locations and accessory items.
      c. Verify dimensions with field measurements prior to final production of toilet compartments.
   3. Material Samples:
      a. Submit full range of Samples of phenolic chips for initial color selection. Chips shall be at least 2-inch by 3-inch.
      b. Submit Samples of hardware and fasteners.
   4. Closeout documents: Submit operation and maintenance data and warranty.

1.4 QUALITY ASSURANCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM A 167 - Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   2. ASTM E-84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
   3. Chemical Resistance: Panels to meet or exceed Scientific Equipment Furniture Association's (S.E.F.A.) list of 49 standard chemicals.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle materials and products in strict compliance with manufacturer's instructions and recommendations. Protect from damage.

1.7 WARRANTY

A. Toilet Compartment Manufacturer shall provide a 25-year material warranty for solid phenolic panels and hardware.

PART 2 - PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:
   1. Bobrick Washroom Equipment, Inc.
   2. Capitol Partitions.
   3. Comtec Industries.
   4. Metpar Corporation.
   5. Scranton Products.
   6. Or approved equal.

2.2 MATERIALS

A. Stiles, Panels, Doors, and Screens
   1. Solid phenolic material constructed of solidly fused plastic laminate with matte-finish melamine surfaces, colored face sheets, and black phenolic resin core that are integrally bonded. Edges shall be black.
   2. Color: as noted on Drawings.
   3. Option to provide gap-Free Privacy Design.
   4. Finish Thickness:
      a. Stiles and doors shall be 3/4 inch.
      b. Panels shall be 1/2 inch.

B. Heavy Duty Hardware
   1. All hardware to be Institutional Hardware, 18-8, type-304 stainless steel with satin finish.
   2. All hardware concealed inside compartments with the exception of out-swinging doors.

C. Latch with Vandal-Resistant Option
   1. Sliding door latch 14 gauge and slide on nylon track.
   2. Sliding door latch shall require less than 5-pound force to operate. Twisting latch operation will not be acceptable.
   3. Latch track attached to door by flathead machine screws into factory installed threaded brass inserts.
   4. Latch handle shall have rubber bumper to act as door stop.
   5. Latch shall allow door to be lifted over 8-gauge keeper for emergency access.
   6. Metal-to-metal connection shall withstand a direct pull of over 1000 pounds per screw.
   7. ADA approved latch.

D. Hinges with Vandal-Resistant Option
   1. Hinge 16-gauge continuous piano hinge.
   2. All doors equipped with self-closing hinge.
   3. Continuous piano hinge attached to door and stile by theft-resistant, one-way, stainless steel machine screws into threaded brass inserts.
   4. Door furnished with two 11-gauge vinyl-coated door stops to resist door from being kicked out of compartment.
   5. Door stops and keeper secured with stainless steel, one-way, machine screws from inside of compartment to threaded brass inserts.

E. Mounting brackets 18-gauge stainless steel and extend full height of panel. U-channels furnished for panel to stile mounting. Angle brackets furnished for stile to wall and stile to panel mounting. Angle brackets furnished for panel to wall mounting.

F. Leveling Device 3/16 inch hot rolled steel bar; chromate-treated and zinc-plated; through-bolted to base of solid phenolic stile.

G. Stile Shoe one-piece, 4 inch high, type-304, 22-gauge stainless steel with satin finish. Top shall have 90 degree return to stile. One-piece shoe capable of adapting to 3/4 inch or 1 inch stile thickness and capable of being fastened (by clip) to stiles starting at wall line.

H. Overhead Braced Headrail satin finish, extruded anodized aluminum 0.125 inches thick with anti-grip profile.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Section 01 7300 – Execution: Verification of existing conditions before starting work.
   1. Check areas scheduled to receive compartments for correct dimensions, plumbness of walls, and soundness of surfaces that would affect installation of mounting brackets.
   2. Verify spacing of plumbing fixtures to assure compatibility with installation of compartments.
   3. Do not begin installation of compartments until conditions are satisfactory.

3.2 INSTALLATION

A. Install compartments rigidly, straight, plumb, and level and in accordance with manufacturer's installation instructions.

B. Installation methods shall conform to manufacturer's recommendations for backing and proper support.

C. Conceal evidence of drilling, cutting, and fitting to room finish.

D. Maintain uniform clearance at vertical edge of doors.

3.3 ADJUSTMENT AND CLEANING

A. Adjust hardware for proper operation after installation.

B. Set hinge cam on in-swinging doors to hold doors open when unlatched.

C. Set hinge cam on out-swinging doors to hold unlatched doors in closed position.

D. Clean exposed surfaces of compartments, hardware, and fittings.

END OF SECTION

SECTION 10 2600
PALLADIUM RIGID VINYL SHEET

PART 1 - GENERAL

1.1 SUMMARY
A. Palladium® Rigid Vinyl Sheet for wall protection and decoration

1.2 SECTION INCLUDES
A. Palladium® Rigid Vinyl Sheet

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

B. National Building Code of Canada (NBC)

C. National Fire Protection Association (NFPA)

D. Society of Automotive Engineers (SAE)

E. Underwriters Laboratory (UL)

F. Underwriters Laboratory of Canada (ULC)

G. Uniform Building Code (UBC)

1.4 SYSTEM DESCRIPTION

A. Performance Requirements: Provide Palladium® Rigid Vinyl Sheet systems that conform to the following requirements of regulatory agencies and the quality control of IPC Door and Wall Protection Systems™, InPro Corporation.

1. Fire Performance Characteristics: Provide UL Classified Palladium® Rigid Vinyl Sheet conforming with the NFPA Class A fire rating. Surface burning characteristics as determined by UL-723 (ASTM E-84), for Palladium® Rigid Vinyl Sheet installed with 3M Fastbond 30, InPro Bond Adhesive, or Formulated Solutions, LLC “XT-2000+" Adhesive shall be a maximum flame spread of 20 and a maximum smoke developed of 350 for .060" (1.5mm) thick material. Provide ULC (Canada) listed Palladium® Rigid Vinyl Sheet conforming to the requirements of the National Building Code of Canada 2010, Subsection 3.1.13. Surface burning characteristics, as determined by CAN/ULC-S102.2, shall be flame spread of 15 and smoke developed of 30.
2. Self Extinguishing: Provide Palladium® Rigid Vinyl Sheet with a CC1 classification, as tested in accordance with the procedures specified in ASTM D-635-74, Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position, as referenced in UBC 52-4-1988.
3. Provide sheet materials that have been tested and results filed in compliance with article 15, part 1120 of the New York State uniform fire prevention and building code. DOS # 09960-930.504.4001.

4. Impact Strength: Provide Palladium® Rigid Vinyl Sheet that has an Impact Strength of 30.4 ft-lbs/ inch of thickness as tested in accordance with the procedures specified in ASTM D-256-90b, Impact Resistance of Plastics.
5. Chemical and Stain Resistance: Provide Palladium® Rigid Vinyl Sheet that shows resistance to stain when tested in accordance with applicable provisions of ASTM D-543.
6. GREENGUARD Certified: Provide GREENGUARD Certified material. Profiles shall meet the requirements of GREENGUARD Certification Standards for Low-Emitting Products and GREENGUARD Product Emission Standard for Children & Schools.
7. Fungal and Bacterial Resistance: Provide Palladium® Rigid Vinyl Sheet that does not support fungal or bacterial growth as tested in accordance with ASTM G-21 and ASTM G-22.
8. Color Consistency: Provide components matched in accordance with SAE J-1545 - (Delta E) with a color difference no greater than 1.0 units using CIE Lab, CIE CMC, CIE LCh, Hunter Lab, or similar color space scale systems.

1.5 SUBMITTALS

A. Product Data: Manufacturer's printed product data for each type of Palladium® Rigid Vinyl Sheet specified.

B. Detail Drawings: Mounting details with the appropriate adhesives for specific project substrates.

C. Samples: Verification samples of Palladium® Rigid Vinyl Sheet , 8” (203mm) square of each type and color indicated.

D. Manufacturer's Installation Instruction: Printed installation instructions for Palladium® Rigid Vinyl Sheet.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in unopened factory packaging to the jobsite

B. Inspect materials at delivery to assure that specified products have been received.

C. Store in original packaging in a climate controlled location away from direct sunlight.

1.7 PROJECT CONDITIONS

A. Environmental Requirements: Products must be installed in an interior climate controlled environment.

1.8 WARRANTY

A. Standard IPC Limited Lifetime Warranty against material and manufacturing defects.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Acceptable Manufacturer: IPC Door and Wall Protection Systems, InPro Corporation, PO Box 406 Muskego, WI 53150 USA; Telephone: 800.222.5556, Fax: 888.715.8407, www. inprocorp.com OR equal.

B. Provide all Palladium® Rigid Vinyl Sheet and wall protection from a single source.

2.2 MANUFACTURED UNITS

A. Rigid Vinyl Sheet

1. Palladium® Rigid Vinyl Sheet Options Item # Dimensions Thickness
305 - 3'x8' (.91m x 2.44m) .040" = 3/64" (1mm), available
306 - 3'x8' (.91m x 2.44m) .060" = 1/16" (1.5mm), available
403 - 4'x8' (1.22m x 2.44m) .030" = 1/32" (.8mm), standard
405 - 4'x8' (1.22m x 2.44m) .040" = 3/64" (1mm), standard
406 - 4'x8' (1.22m x 2.44m) .060" = 1/16" (1.5mm), standard
410 - 4'x8' (1.22m x 2.44m) .080" = 5/64" (2mm), available
Also available:
3' x 10' (.91m x 3.04m) sheets - thickness, .040" (1mm) and .060" (1.5mm)
3' x 80' (.91m x 24.3m) rolls - thickness, .060" (1.5mm)
3' x 120' (.91m x 36.5m) rolls - thickness, .040" (1mm)
4' x 10' (1.22m x 3.04m) sheets - thickness, .030" (.8mm), .040" (1mm), .060" (1.5mm)
4' x 80' (1.22m x 24.3m) rolls - thickness, .060" (1.5mm)
4' x 120' (1.22m x 36.5m) rolls - thickness, 030" (.8mm), and .040" (1mm)
Custom sizes - available
Backing - unbacked

2. Accessories:

A. Vinyl
407 Top Cap; Length: 8' (2.44m) standard, 10' (3.04m) available
408 Vertical Divider Bar; Length: 8' (2.44m) standard, 10' (3.04m) available
409 Inside Corner; Length: 8' (2.44m) standard, 10' (3.04m) available
417 Top Cap for .080" sheet; Length: 8' (2.44m) standard, 10' (3.04m) available
418 Vertical Divider Bar for .080" sheet; Length: 8' (2.44m) standard, 10' (3.04m) available

419 Inside Corner for .080" sheet; Length: 8' (2.44m) standard, 10' (3.04m) available

B. Stainless Steel
407SS Stainless Steel Top Cap; Length: 8' (2.44m) standard
408SS Stainless Steel Vertical Divider Bar; Length: 8' (2.44m) standard

C. Faux Metal (vinyl)
407M Metallic Top Cap; Length: 8' (2.44m) standard
408M Metallic Vertical Divider Bar; Length: 8' (2.44m) standard
409M Metallic Inside Corner; Length: 8' (2.44m) standard

D. Aluminum
407A Aluminum Top Cap; Length: 8' (2.44m) standard, 10' (3.04m) available.
408A Aluminum Vertical Divider Bar; Length: 8' (2.44m) standard, 10' (3.04m) available.
409A Aluminum Inside Corner; Length: 8' (2.44m) standard, 10' (3.04m) available.
420A Aluminum Outside Corner ; Length: 8' (2.44m) standard, 10' (3.04m) available.

E. Outside Corners
3448, 3496, 11248 or 11296 Outside Corner

F. Color Matched Caulk

2.3 MATERIALS

A. Vinyl: Palladium® Rigid Vinyl Sheet shall be manufactured from chemical and stain resistant unplasticized polyvinyl chloride (uPVC) with the addition of impact modifiers. No plasticizers shall be added (plasticizers may aid in bacterial growth). Accent strips when used shall be of polyvinyl chloride (PVC).

2.4 ACCESSORIES

A. Top caps, inside corners, divider bars and outside corners shall be made of extruded PVC.

B. Stainless steel top caps shall be made of #400 series stainless steel.

C. Stainless steel vertical divider bars shall be #400 series stainless steel on galvanized steel.

D. Aluminum top caps, inside corners, divider bars shall be extruded from 6063-T5 aluminum.

2.5 FINISHES

A. Color or pattern of Palladium® Rigid Vinyl Sheet to be selected by the architect from the Palladium® Rigid Vinyl Sheet finish selection. Surface shall have a velvet texture.

B. Vinyl Accessories: Top caps, inside corners, divider bars and outside corners shall be of a color matching the IPC.
C. Stainless Steel Accessories: Top caps and divider bars shall have a polished finish.

D. Aluminum Accessories: Top caps, inside corners and divider bars shall be clear anodized.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions in which the rigid vinyl sheet will be installed.

1. Complete all finishing operations, including painting, before beginning installation of rigid vinyl sheet materials. Paint substrate with a paint or primer that does not contain polyvinyl acetate (PVA).

B. Wall surface shall be dry and free from dirt, grease, and loose paint.

3.2 PREPARATION

A. General: Prior to installation, clean substrate to remove dust, debris, and loose particles.

3.3 INSTALLATION

A. General: Locate the Palladium® Rigid Vinyl Sheet as indicated on the approved detail drawing for the appropriate substrate and in compliance with the IPC installation instructions. Install level and plumb at the height indicated on the drawings.

B. Installation of Palladium® Rigid Vinyl Sheet

1. Adhere to substrate with InPro Bond, a freeze-thaw stable, nonflammable, high strength, water based adhesive that trowels on and allows approximately 20 minutes working time before firming.
2. Adhere to substrate with XT-2000+, a freeze-thaw stable, nonflammable, high strength, water based adhesive that trowels on and allows approximately 20 minutes working time before firming.
3. Adhere to substrate with Fastbond 30, a nonflammable, high strength, water-dispersed contact adhesive, with little odor. Smooth roll surface.

3.4 CLEANING

A. At completion of the installation, clean surfaces in accordance with the IPC clean-up and maintenance instructions.

END OF SECTION

SECTION 10 2813
TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Toilet Accessories.
   2. Attachment hardware.

B. Related Sections:
   1. Section 06 1000 - Rough Carpentry: Placement of backing and blocking for attachment of accessories.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM A 123 - Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
   2. ASTM A 167 - Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   3. ASTM A 366 - Specification for Steel, Carbon, Cold-Rolled Sheet, Commercial Quality.

1.3 SUBMITTALS

A. Division 1 - Submittal Procedures: Procedures for submittals.
   1. Product Data: Data for each accessory describing size, finish, details of function, and attachment methods.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Conform to California Building Code, 2010 Edition and Federal ADA for mounting heights and locations of accessories.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 - Product Requirements: Transport, handle, store, and protect products.

B. Deliver accessories in original labeled packaging, bearing manufacturer's name and type of accessory.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering specified items which may be incorporated in the Work include the following:
   1. Bobrick Washroom Equipment,
   2. Or approval equal as permitted in Section 01 6000 - Product Requirements: Product options and substitutions.

B. Product numbers listed on the drawings are those of Bobrick. If one of the other manufacturers is to be supplied the quality and design shall equal or exceed that of Bobrick.

2.2 MATERIALS

A. Sheet Steel: ASTM A 366.

B. Galvanized Sheet Steel: ASTM A 366, ASTM A 123 to 1.25 ounces per square yard.

C. Stainless Steel Sheet: ASTM A167, Type 304.

D. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof.

E. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.3 MANUFACTURED UNITS – See Drawings

2.4 FABRICATION

A. Weld and grind smooth joints of fabricated components.

B. Form exposed surfaces from single sheet of stock, free of joints. Form surfaces flat without distortion. Maintain surfaces without scratches or dents.

C. Fabricate grab bars of tubing, free of visible joints, return to wall with end attachment flanges.

D. Shop assembles components and package complete with anchors and fittings.

E. Provide steel anchor plates, adapters, and anchor components for installation.

F. Back paint components where contact is made with building finishes to prevent electrolysis.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 7000 – Execution and Closeout Requirements: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
   1. Verify correct location of opening in wall for recessed accessories.
   2. Verify that attachment blocking and backing plates are in place in the correct location for accessory connections.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

A. Deliver inserts and rough-in frames to site for scheduled installation.

B. Provide and use templates and rough-in measurements as required.

3.3 INSTALLATION

A. Install fixtures, accessories, and items in accordance with manufacturer's instructions, and as indicated on Drawings. Use tamper-proof fasteners.

B. Install plumb and level, securely and rigidly anchored to substrate.

3.4 ADJUSTING AND CLEANING

A. Adjust accessories for proper operation.

B. Remove temporary labels and protective coatings. Clean and polish exposed surfaces.

END OF SECTION

SECTION 10 4413
FIRE EXTINGUISHERS AND CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fire Extinguisher Cabinets.

B. Related Requirements:
   1. Section 06 1000 - Rough Carpentry.
   2. Section 09 2900 - Gypsum Board.

1.2 SUBMITTALS

A. Shop Drawings: Indicate materials, sizes, anchorage, and installation details.

B. Product Data: Submit manufacturer's product literature, indicating product characteristics.

C. Material Samples: Submit manufacturer's standard cabinet color Samples for selection by Architect.

1.3 QUALITY ASSURANCE

A. Installer shall be manufacturer trained and certified to install the Work of this section.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver products in manufacturer's wrapping to protect items.

B. Store items in a dry, enclosed area.

PART 2 - PRODUCTS

2.1 FIRE EXTINGUISHER CABINETS

A. Location: Fire extinguisher cabinets shall be installed where indicated on Drawings or as required by authorities having jurisdiction.

B. Manufacturer: Fire extinguishers and cabinets shall be manufactured by one of the following:
   1. Potter-Roemer.
   2. J. L. Industries.
   3. Larsen’s Manufacturing.
   4. Modern Metal Products.
   5. Waltrous.
   6. Amerex (fire extinguishers).
   7. Equal

C. Fire Extinguisher Cabinet: Potter-Roemer cabinets are listed as the standard of quality, products by other listed manufacturers are acceptable.
   1. Surface mounted cabinet: Provide surface mounted, square trim edge cabinet:

a. Potter-Roemer Fire Extinguisher Cabinet 7024:

1) Door Style: either DVL (Duo Vertical Panel with lock) or E (Center Break Glass with lock), glass to be clear tempered safety glass.

2) Cabinet Door and Frame: Cold rolled steel with electrostatically applied, thermally fused polyester coating with re-coatable white finish.

3) Identification Lettering: Cabinet door to be furnished with die cut lettering indicating “FIRE EXTINGUISHERS” in contrasting color to cabinet finish, and either vertical or horizontal lettering depending upon door style.

4) Fire Extinguisher cabinet to protrude more than 4” from finish wall.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation shall be in accordance with manufacturer’s recommendations.

B. Cabinets shall be installed plumb and level, where indicated on Drawings, at heights required by authorities having jurisdiction.

3.2 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.3 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

END OF SECTION

SECTION 10 7300
SHADE CANOPY STRUCTURES

PART 1 - GENERAL

1.1 Summary: Prefabricated shade canopy structures.

A. Section Includes:

1. Under this item, the Contractor shall furnish all labor, materials, equipment and perform all operations necessary for the completion of the work as shown on the drawings. This includes all excavation, concrete footings, backfill, hardware, fittings, and accessories, in accordance with the drawings, specifications and directions of the shade canopy manufacturer.

B. Work installed but not supplied under this section.

C. Related Sections:
1. Section 03 1000: Concrete Formwork
2. Section 03 3053: Miscellaneous Concrete

1.2 REFERENCES

A. American Society of Testing of Materials (ASTM)

1.3 SYSTEM DESCRIPTION

A. Shade Coverings are prefabricated steel structure as indicated in Landscape Construction Schedule - 3.0 Structures/Buildings on Sheet LCS.2 in the Construction Documents. Shade structures include hard metal cover structures type structures.

B. Design Loads: CBC current edition

C. Design Method: per applicable building code.

D. The pre-engineered package shall be shipped as a pre-cut and prefabricated package that shall include the structural frame members, fasteners, and installation instructions. The structure shall be shipped knocked down for minimum shipping charges. No onsite welding will be allowed.

1.4 SUBMITTALS

A. Provide and submit to the City of Carson Building Department Manufacturer’s engineered drawings to complete the deferred submittal. Engineered Drawings shall be approved prior to installation of shade structures.

B. Provide a minimum of 7 samples to demonstrate color range, and a digital (PDF) or paper document showing a minimum of 7 powder coat color choices.

C. Provide proof of all quality assurance items, including;

1. A list of at least 3 reference projects in California that have been installed a minimum of 12 years.

2. Proof of current State of California Contractor's License, Class A or Class B.

3. Proof of current IAS certification.

4. Proof of an Annual Maintenance Inspection Program.

D. Submittals shall include shop drawings, Color of shade, post color finish, footing design, engineered drawings, and structural calculations

a. Engineered drawings shall signed and sealed by a Professional Engineer licensed in the State of California

b. Structural Footing Design is included in the Construction Documents. The contractor shall be responsible for updates based on product / manufacturer substitutions.

c. Fully Engineered Drawings for all shade structures (City purchased and Contractor Purchased) shall be provided by the Contractor.
   1. The Contractor Shall purchase Fully Engineered Drawings from the Manufacturer for Shade Structures that are to be Purchased and Installed by the contractor.

1.5 QUALITY ASSURANCE

Fabrication and erection are limited to firms with proven experience in the design, fabrication, and erection of each type of shade structure, and such firms shall meet the following minimum requirements. No substitutions shall be allowed for the following:

A. A single shade structure contractor shall erect each type of shade structures, including the foundations, and shall provide a dedicated Project Manager throughout the entire Scope of Work related to the shade structure(s).

B. All bidders shall have at least 15 years' experience in the design, engineering, manufacture, and erection of each type of shade structure, engineered to California Building Code requirements with similar scope, and a successful construction record of in-service performance.

C. Manufacturer shall be accredited by the IAS (International Accreditation Service) for Structural Steel Fabrication under CBC, Section 1704A.2.5.2.

D. Each type of shade structure contractor shall have a Corporate Quality Control program/manual, which describes their complete quality assurance program.

E. All bidders must be a current Member Contractor with ISNetworld, which confirms the bidder's strict adherence to Safety, Insurance, Quality, and Regulatory standards.

1.6 SUBSTITUTIONS:

1. No substitutions of equipment shall be allowed. Shade structure shall be from POLIGON INC.

1.7 PROJECT CONDITIONS

Field Measurements: Verify layout information for each type of shade structure(s) shown on the drawings in relation to the property survey and existing structures and verify locations by field measurements prior to erection of the shade structure(s).

1.8 WARRANTY:

1. The successful bidder shall provide a 12-month warranty on all labor and materials.

2. A supplemental warranty from the manufacturer shall be provided for a period of 10 years on the structural integrity of the steel, from date of substantial completion.

3. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.1 GENERAL

A. See plans for detailed information on model and manufacturer.

B. Qualify as an approved equal, please submit product documentation, samples, and all quality assurance criteria, as per Section 1.4, at least 10 days prior to bid in order to be considered. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers shall be by addendum prior to the bid date and shall not be allowed without written notification.

C. Each type of shade structure shall conform to the current adopted version of the California Building Code.

D. Each type of shade structure are designed and engineered to meet the minimum of 115mph Wind Load, Risk Category II, Exposure C, and Seismic (earthquake) Load based on Seismic Design Category D, Seismic Risk Category II, and a Live Load of 5psf. When ASD Steel Design Method is used based on CBC Section 1605A.3.1, the load combinations Dead Load + 0.75 Live load + 0.75 Wind Load, and 0.6 Dead Load + Wind Load must be analyzed. NO EXCEPTIONS.

E. Steel:

1. All steel members of each type of shade structure shall be designed in strict accordance with the requirements of the “American Institute of Steel Construction” (AISC) Specifications and the “American Iron and Steel Institute” (AISI) Specifications for Cold-Formed Members and manufactured in a IAS- (International Accreditation Service) accredited facility for Structural Steel Fabrication under CBC Section 1704A.2.5.2.

2. All connections shall have a maximum internal sleeving tolerance of .0625” using high-tensile strength steel sections with a minimum sleeve length of 6”.

3. All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold-formed, high-strength steel and comply with ASTM A-500-10, Grade B. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple-coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

F. Bolts:

1. All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using ASTM F3125, Grade A325.
2. Where applicable, all stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washers for water-tight seal at the joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

G. Welding:

1. All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "pre-qualified" welded joints, where applicable and by certified welders. No onsite or field welding shall be permitted.

2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to meet the requirement of the CBC.

H. Powder Coating:

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance with solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, and toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning, and prior to surface preparation, shall be executed according to Power Tool Cleaning SSPC-SP3, utilizing wire brushes, abrasive wheels, needle gun, etc.

2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance with commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign material.

3. Powder coating shall be sufficiently applied (minimum 3 mils thickness) and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests, as defined by the American Society of Testing Materials.

4. Raw powder used in the powder coat process shall have the following characteristics:
   a. Specific gravity: 1.68 +/- 0.05
   b. Theoretical coverage: 114 +/- 4ft^2/mil

c. Mass loss during cure: <1%
d. Maximum storage temperature: 80°F
e. Interpon® 800 is a high-durability TGIC powder coating designed for exterior exposure. Tested against the most severe specifications, Interpon 800 gives significantly improved gloss retention and resistance to color change.

5. Rust protection undercoat primer will be required on all structures. Sherwin-Williams® POWDURA® epoxy powder coating Z.R Primer shall be applied in accordance with the manufacturer's specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper inter-coat adhesion.

The primer's attributes shall be:

a.	Specific gravity (g/ml):	2.37
b.	Coverage at 1.0 mil (ft^2/lb):	81.6
c.	Adhesion: ASTM D-3359	5B
d.	Flexibility: ASTM D-552	Pass 1/8"
e.	Pencil hardness: ASTM D-3363	H-2H
f.	Impact resistance (in.lb): ASTM D-2794	Dir & Rev, 120 in-lbs
g.	Salt spray resistance: ASTM B-117	2000 hours
h.	Humidity resistance: ASTM D-4585	2000 hours
i.	60° Gloss: ASTM D-523	50 ~ 70
j.	Cure schedule (metal temp):	10min @ 200°C (390°F) 25min @ 135°C (275°F)
k.	Film thickness tange (mils):	2.0 ~ 3.0

K. Tension Cable: Steel wire rope cable is determined based on calculated engineering loads.

1. 0.25" (nominal) galvanized 7x19 strand core wire rope shall be used for tension loads up to 4,500 lbs.

2. 0.375" (nominal) galvanized 7x19 strand core wire rope shall be used for tension loads up to 9,000 lbs.

3. 0.5" (nominal) galvanized 6x19 strand core wire rope shall be used for tension loads up to 13,500 lbs.

L. Shade and UV Factors:
a. Shade protection and UV screen protection factors shall be provided by the manufacturer.

M. Footings
1. Footings shall be placed in accordance with and conform to the Approved Construction Drawings, Approved Structural

Calculations, Approved Engineered Drawings and if available, the latest version of the Soils Report.

2. The Contractor shall be responsible for supplying all rebar cages for footings. Rebar cages shall be fabricated by the shade structure manufacturer or contractor and shall meet the requirements of the structural calculations, engineered drawings, and soils report.

PART 3 - EXECUTION

3.1 INSTALLATION

A. The installation of each type of shade structure shall be performed by manufacturer or manufacturer-approved and certified contractor, which shall be bonded and holding a current contractor's license with the State of California's Contractors State License Board.

a. The assembly, erection, and installation shall comply with the documents listed above.

B. Concrete:

1. Unless noted otherwise for footings and piers by the Project Engineer, the concrete specification for footings, piers, slabs, curbs, and walkways shall meet a minimum 3,250psi at 28-day strength.

2. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318-14.

3. Concrete specifications shall comply in accordance with the Section 03 3053 Miscellaneous Concrete, detailed as per plans, and shall be as follows:
   a. 28 Days Strength F'c = 3250 psi
   b. Aggregate: HR
   c. Slump: 3 ~ 5 inch
   d. Portland Cement shall conform to C-150
   e. Aggregate shall conform to ASTM C-33

4. All reinforcement shall conform to ASTM A-615 grade 60.

5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.

6. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).

7. The contractor shall not pour any concrete when the daily ambient temperature is to be below 55 degrees Fahrenheit.

TABLE 1

Temperature Range	% Accelerator	Type Accelerator
75~80 degrees F	1%	High Early (non calcium)
70~75 degrees F	2%	High Early (non calcium)
Below 70 degrees F	3%	High Early (non calcium)

D. Foundations:

1. Refer to Structural Plans included in the Construction Documents and the latest version of the geotechnical report included in the project specifications Appendix and Structural calculations for footing design.

2. All anchor bolts set in new concrete shall comply with ASTM F1554 GR 55.

3. All anchor bolts shall be Hot-Dip Galvanized.

    a. Footings and full rebar cages shall be drilled, set, and poured as per manufacturer’s specifications.

END OF SECTION

SECTION 11 4000
FOOD SERVICE EQUIPMENT AND FIXTURES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work of this section, as shown or specified, shall be provided by the Contractor and shall be in accordance with the requirements of the Contract Documents.

B. Work includes all labor, materials, equipment, accessories, and appliances required to Furnish and install food service equipment as indicated on the drawings and herein specified.

C. Related work in other Sections:
   1. Section 06 1000 – Rough Carpentry.
   2. Division 22 - Plumbing.
   3. Division 26 - Electrical.

D. Contractor shall provide cutting of holes in equipment or fixtures for pipes and drains as required for their installation.

E. Contractor shall provide adequate raceways and accesses in fixtures for the plumbing lines and for Electrical Contractor to install his work. Where there is neglect by the Contractor to provide for such space, he shall make the necessary revisions/repairs to the work without expense to the City. Cutting and patching required by such work shall be reworked to its original finish.

F. Contractor shall provide and locate outlet boxes, receptacles, device plates, switches, junction boxes, where they are a part of the fixture and indicated on equipment electrical layout sheets. All other electrical work shall be furnished and installed by the Electrical Contractor, including installation of conduits in fixtures, connection to boxes, and the wiring of electrical outlets and equipment.

G. The drawings indicate the desired basic arrangement and dimensions of the equipment; minor deviations therefore may be substituted for approval according to Section 01 2513, and provided basic requirements are met and no major rearrangements of services to the equipment are required to affect the proposed alteration, such deviations shall be made without expense to City.

H. The Contractor shall be responsible for the satisfactory operation of the assembled equipment. Tests of the installed equipment shall be required. Defects or deficiencies noted as a result of tests shall be corrected to the entire satisfaction of the City and/or its agent at the expense of the Contractor. The Contractor shall consult the mechanical and electrical drawings and their accompanying specifications to determine additional requirements of the work and shall cooperate with all trades to ensure a completely satisfactory installation.

I. Required voltages, cycles and phase and electrical requirements shall be checked before ordering equipment.

1.2 SUBMITTALS

A. All submittals shall be made according to Section 01 3300 and as described herein.

B. Submit the following for each item:

1. The Contractor shall submit for approval two (2) copies of 1/4" scale plans showing location of all plumbing, and electrical with elevations and sections of all special equipment for use of the respective trades. The Contractor shall be responsible for the accuracy of the outlets in the building in connection with his work. One copy with approved corrections shall be returned to the Contractor who shall revise such drawings and re-submit two (2) additional copies for final approval.

2. The Contractor shall submit two (2) copies for approval of 3/4" (20mm) scale shop drawings covering all items of work included; detail drawings shall show all dimensions and all details of construction installation and the relation to adjoining and related work; all reinforcements, anchorages and other work required for complete installation. One copy with approval or corrections shall be returned to the Contractor who shall revise such drawings and resubmit two (2) additional copies for final approval. (Scale: 3/4" (20mm) and larger, as required.) Shop drawing blueprints shall not be larger than 30" x 42" (760 x 1060mm).

C. After final approval Contractor shall print and distribute four (4) copies of shop drawings to other interested parties, or as directed by the City.

D. Approval of such drawings shall not relieve the Contractor from responsibility for any deviations from the drawings and specifications unless such deviations are approved in writing by the City or his agent.

1.3 WORK NOT INCLUDED

A. Plumbing and electrical trims, including stainless steel cover plates for outlets and pull boxes, and connections shall be furnished by the respective trades involved, unless otherwise specified.

B. Connections to the mechanical and electrical services are specified under the General Contractor specifications and shall not be considered as part of the

work of this section, unless specifically indicated otherwise on drawings or specifications.

1.4 QUALITY ASSURANCE

A. All Food Service Equipment and Fixtures shall be provided and installed using experienced, skilled workmen to the highest standard of workmanship and shall be free of any defects due to faulty workmanship.

B. All work and materials shall conform to the drawings and specifications; any changes or deviations in materials or methods must be approved by the Architect.

C. Food Service Equipment and Fixtures shall meet requirements of local and state codes where applicable. Comply with all laws, ordinances, rules and regulations and orders of any public authority having jurisdiction over this part of the Work.

D. The Contractor shall be responsible for taking accurate job-site measurements for all dimensions related to the Work.

E. The Contractor shall examine all conditions pertaining to the installation of Food Service Equipment and Fixtures and shall provide all coordination as required to achieve the proper and timely completion of the installation.

F. The Contractor will not change brands of materials during the course of the work unless approved by the Architect.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. All equipment and fixtures shall be provided as indicated on drawings and specifications and as described herein.

B. All electrically operated or heated equipment shall be in full accordance with and will conform to the latest standard of the National Board of Fire Underwriters, National Electrical Manufacturer's Association and Underwriters Laboratories, Inc. Where applicable standards have been set up by that agency and are acceptable to authorities having jurisdiction.

C. All steam-heated equipment shall be manufactured in accordance with A.S.M.E. code requirements and shall carry the A.S.M.E. stamp.

D. Food service equipment, electric commercial cooking and warming equipment and soda fountain equipment shall conform to standards of the National Sanitation Foundation, standards.

E. "Cord and plug" shall mean a sufficient length (from item to receptacle) of grease resistant insulated cord with cap of sufficient size and capacity to carry the connected load. Plug shall match receptacles.

F. Contractor to verify all pertinent data with City before ordering all items listed in the construction documents Food Service Specialty Equipment Schedule.

G. Contractor to verify the exact voltage and phase to be used prior to ordering any equipment.

PART 3 - EXECUTION

3.1 DELIVERIES AND STORAGE

A. The equipment and fixtures shall be delivered and installed on schedule.

B. The Contractor shall submit to the City within five (5) days of execution of contract, a Progress Schedule, showing the order of expected progress of the job with the expected starting and completion dates of the various parts of the job.

C. Insofar as possible, work shall be fabricated and finished in the shop and delivered complete to the jobsite ready to set in place.

D. Follow manufacturers' recommendations for all handling and storage of equipment.

3.2 INSTALLATION

A. Manufacturer's directions shall be followed in all cases where manufacturers of articles used in this contract furnish directions or prints covering points not shown on the drawings or specifications.

B. Installation of equipment shall be in strict accordance with manufacturer's approved shop and installation drawings.

C. State and local health regulations and ordinances and minimum standards of the National Sanitation Foundation Standards Nos. 1, 2, 3, and 4 shall be fully adhered to and other additional requirements which might develop shall be included to insure a complete sanitary installation.

D. All equipment and fixtures installed against walls shall be sealed off with mastic approved by the Health department to prevent vermin harborage.

E. Contractor shall provide a competent representative to be present when installation is complete and ready to put into operation, and to instruct City's employees in the proper use and maintenance of items and to set up a maintenance schedule.

F. Repair damage done to the premises as a result of installation of equipment and fixtures.

G. During and upon completion of work, remove excess materials, rubbish, and debris from site. Fixtures and equipment shall be wiped clean, and floors swept broom clean.

END OF SECTION

SECTION 12 9300
SITE FURNISHINGS AND MISCELLANEOUS MATERIALS

PART 1: GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, tools, transportation and incidentals to provide and install Site Furnishings and Miscellaneous Materials as indicated on the Plans and as herein specified.

B. Related Section.
Section 03 3053: Miscellaneous Concrete

C. The Standard Specifications for Public Works Construction, “Greenbook”, latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook”, unless otherwise determined by the City.

1.2 QUALITY ASSURANCE

A. Shop Drawings: Provide shop drawings for each component and each item of site furniture. Shop drawings shall indicate layouts, component locations, dimensions, set-backs, details of assembly, anchors, footing details and all appurtenances required to assemble components. Three (3) sets of shop drawings shall be submitted to the City within twenty-one (21) calendar days after award of contract.

B. Product Data: Provide data on all site furniture, equipment and materials, including accessories, utility characteristics, connection requirements and product cut-sheets. Three (3) sets of product data shall be submitted to the City within twenty-one (21) calendar days after award of contract.

C. Manufacturer's Installation Instructions: Provide three (3) sets of the manufacturer's installation instructions to the City within twenty (21) calendar days of award after the contract.

D. All vendors, suppliers, and manufacturer’s representatives and the associated addresses, phone and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store and protect all site furnishings. Contractor shall be responsible for all site furnishings and in the event of missing or stolen items, they shall be replaced at the CONTRACTOR’S sole expense.

B. Storage containers utilized on site for storage operations shall be located away from the root zones of existing trees in a location agreed upon by the Engineer.

C. Items to be salvaged and reused / reinstalled shall be stored at a location on site and protected / secured until grading operations and hardscape construction have been completed, and these items are ready to be reinstalled.

1.4 RELATED REQUIREMENTS

A. Obtain all permits (except permanent easements) and licenses and give notice and pay for all fees necessary to complete work under this Section as delineated or specified at no additional cost to City.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where the articles used furnish directions and cover points not delineated on the Plans or in the Specifications.

C. The Specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. Install said site furnishings, materials and equipment in such a manner that they will operate efficiently and evenly.

D. In the event of any discrepancies between the Plans and the Specifications, the final decision as to which will be followed shall be made by the Engineer, or his designated representative. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to City.

1.5 REGULATORY REQUIREMENTS

A. The work shall conform to Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission-Public Playground Handbook for Safety, California Disabled Access Regulations-Title 24 and the State Play Equipment Guidelines (SB 2733). The Contractor shall be responsible for compliance and provide written documentation for compliance to the Engineer upon installation of all equipment and material governed by said regulations.

B. All work shall conform to the City standards for public construction and any other agency’s standards for public construction having jurisdiction over the work.

C. Provide certificate(s) of compliance from authority(s) having jurisdiction over the work. The certificate(s) shall indicate approval of products and

their installation. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

1.6 SAMPLES AND SUBSTITUTIONS

A. All workmanship, equipment, materials, and articles incorporated shall be the best available grade of their respective kind.

B. Provide a sample and/or clearly delineated cut sheet (including texture, color, and finish clearly delineated) of each component specified. Accepted samples may be used in the work, subject to approval by the Engineer.

1. For site furnishings, submit pdf typewritten list of equipment and materials as specified to the Engineer within twenty-one (21) days after contract award. This list shall give the name, model number, and manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all equipment and material to be installed.

2. Substitutions shall be of equivalent design intent, size, quality, color, texture, material, delivery time schedule, life-expectancy and warranty to the original item specified.

3. Site Furnishings not matching the City's standards may be rejected. Precast items shall be cast in the State of California utilizing low carbon concrete and recycled material content equivalent with the manufacturer indicated on the drawings.

D. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitutions which affect other items of work.

PART 2: PRODUCTS

2.1 MATERIAL

A. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equivalents are acceptable.

B. Provide any nuts, bolts, washers, conduit, wiring, fittings, adapters, leveling plates, screws, connectors, and/or ties necessary to connect site furnishings to footings, sewer lines, drain lines, and/or electrical lines as shown in the construction documents shall be furnished by the contractor.

C. All surface mount bolts provided by product manufacturers shall be tamper resistant stainless-steel bolts. All washers provided by manufacturers shall be stainless steel.

D. Bolts and washers not provided by manufacturers for surface mounting applications shall be tamper resistant stainless steel and sized per the manufacturer's installation instructions.

2.2 COMPONENTS

A. See construction plans for site furnishing information.

PART 3: EXECUTION

3.1 EXAMINATION

A. Verify site conditions and surfaces are ready to receive work.

B. Verify that layout and site are compatible.

3.2 PREPARATION

A. Layout and stake locations of components for approval by Engineer prior to installation.

B. Review layout requirements with other affected work.

3.3 INSTALLATION

A. Install in accordance with City standards and manufacturer's instruction.

B. Provide concrete footings for site furnishings as detailed on the Plans or as herein specified for new and salvaged site furnishings.

3.4 SITE CONDITIONS

Promptly repair damage to facilities caused by construction operations. Cost of repair at Contractor's sole expense.

END OF SECTION

SECTION 13 1400
SPLASH PAD SPRAY ELEMENTS AND EQUIPMENT

PART 1 GENERAL – FEATURES

1.0 GENERAL SCOPE

A. Section Includes:
   a. Under this item, the Contractor shall furnish all labor, materials, equipment and perform all operations necessary for the completion of the work as shown on the drawings. This includes, but is not limited to all excavation, concrete footings, required backfill, hardware, fittings, nozzles, piping, wiring, and accessories, including the aquatic play pad controller, water management systems, and finishes as required, in accordance with the drawings, specifications and directions of the Owner's Representative.

B. Related Sections:
   a. Section 03 1000 Concrete Formwork
   b. Section 03 3053 Miscellaneous Concrete

1.3 SYSTEM DESCRIPTION

A. Design Requirements:
   a. The installation shall be as indicated on the drawings, and in accordance with the manufacturer's recommendation as reviewed and approved by the owner. The installation shall be accomplished by skilled work personnel (amend this with each proposal to include a Waterplay Preferred Installer if applicable in your territory).

B. Water Treatment System (WTS):
   a. The WTS shall be sized to meet the needs of the maximum park flow rate, not only the sequenced park flow rate. The treatment system shall provide, where required by health authority, secondary disinfection or as an option.
   b. The WTS shall be capable of remote access to allow for off-site troubleshooting, data logging and programming changes. The WTS shall log water quality data and be configured to interface with a supervisory control system.
   c. The WTS shall enable flexibility in room layout by allowing variations in the filter train arrangement. All equipment, with exception of the filters and CO_2 tank, shall be skid mounted.
   d. Factory pressure and flow testing shall be conducted to ensure mechanical integrity of the system prior to shipping.
   e. Factory electrical and control testing shall be conducted on all actuated valves, sensors, VFDs, chemical controllers, and secondary disinfection equipment to ensure that all devices are functioning independently and as an integrated system prior to shipping.

f. The WTS shall include secondary disinfection where required by the Authority Having Jurisdiction (AHJ). Should secondary disinfection not be required, the WTS system shall be manufactured such that future upgrades to secondary disinfection do not require reworking the skid piping. UV unit shall be mounted on a corrosion resistant aluminum skid. Power shall be supplied by the main treatment system control panel. UV unit must allow for remote monitoring of alarm states. Clear Comfort shall be offered as an alternative to UV in the instance whereby it's requested.
g. A rain diverter with electronic valve shall be available with the skid mounted system. An appropriately sized holding tank shall also be available with the skid mounted equipment

1.2 SUBMITTALS

A. Product Submittals:
   a. Contractor shall submit 6 copies for approval before beginning work.
   b. Submit manufacturer's product data for aquatic play features and system components including vault, activator(s), water treatment system including UV sterilization if applicable, pipes, fittings and valves.
   c. Submit drawings to indicate layout of aquatic play area components and location of anchors and footings. Clearly indicate, to scale the spatial relationship of each piece of equipment to each other and to other existing or proposed features including adjacent surfaces or vegetation. Indicate to a scale the limits of spray zones and non-encroachment areas to clearly demonstrate conformance with specified standards.
   d. Submit shop drawings of the aquatic play features including spray nozzles and colors, for approval.

B. Closeout Submittals:
   a. Comply with requirements in Section (insert#), Contract Closeout.
   b. All aquatic play features are to carry a minimum warranty of two (2) year on all workmanship and materials. Submit warranty to Owner.
   c. Provide maintenance and winterizing data.

1.3 SUBSTITUTIONS

A. If proposing a substitute equipment manufacturer. Contractor must provide the following:
   a. A chart detailing any and all interactivity, control, data logging and access, data reporting, aesthetic, flow, size, material, performance or any other product characteristics that do not match the specified aquatic play pad/Activity Tower (select one or the other or both depending on the project).
   b. A written description of the aquatic play pad/Activity Tower operational sequence.

c. Detailed color product cut sheets for all aquatic play features, water management systems, controllers including detailed descriptions and screen shots of the on-line access and reporting systems software.
d. Letter from manufacturer stating that the proposed spray features, controls and park operational and maintenance programs are a part of the manufacturer's standard product catalog and have been manufactured and installed on at least five (5) other similar projects. If any of the items being proposed are custom features, the manufacturer should then provide references from at least two previous clients who have purchased customized features from them.
e. Product installation details.
f. Spray radius layout including correct overspray zones as indicated on the provided plans.
g. Plumbing and electrical diagrams
h. Water flow and pressure calculations for all features, pipes, fittings, connections, valves and related plumbing stamped by a registered in the state/province of XX engineer or xx designer, confirming that the proposed design meets the flow requirements and maximum velocities and/or the current building codes.
i. Signed letter from the proposed equipment manufacturer stating that they will pay for all costs (engineering, redesign, construction drawings) that may arise due to any variation from the specified manufacturers' plans and total system design.
h. All proposed substitutions must be approved by the local Health Authority prior to submission (when applicable). Plans not approved prior to submission will be rejected.

1.4 QUALITY ASSURANCE

A. It shall be the obligation of the Contractor to ensure that all criteria are satisfied and the burden of proof of conformance shall rest with the contractor. The Engineer shall require complete calculation, past performance records, and if required, inspection trips of similar facilities to substantiate conformance with these criteria. The Engineer shall be the sole judge of conformance, and the Contractor is cautioned that he will be required to Bid and provide a finished product meeting all stated criteria. It is recommended that the contractor or project manager follow an inspection and approval process, as provided by the manufacturer.

B. Manufacturer's Qualifications:
   a. Manufacturers shall have a minimum 10 years' experience in the manufacture of aquatic play features and components. The person(s) responsible for installation shall have supervised/installed a minimum of 3 (three) installations in the State of California.
   b. Manufacturer shall provide independent and accredited certification that applies an environmental management system which meets the requirements of ISO 14001:2004 in its design, manufacturing, sales,

marketing and servicing of recreational aquatic products and accessories.

c. Manufacturer shall provide independent and accredited certification that applies a quality management system which meets the requirements of ISO 9001:2008 in its design, manufacturing, sales, marketing and servicing of recreational aquatic products and accessories.
d. The person(s) responsible for installation shall be on-site performing such service.
e. Licensed plumbers and electricians shall be used as required by local codes.
f. General contractor shall have experience managing the installation of at least three (3) previous splash pads.

C. Storage and Protection:
   a. Protect pre-finished metal from abrasion and corrosion during storage and assembly.
   b. DO NOT remove packaging from components prior to pouring final slab.

D. Product Delivery:
   a. Deliver materials to job site in an undamaged condition.
   b. Inspect all items for abraded surfaces and other unacceptable deliver conditions. Return damaged or non-conforming items to manufacturer for replacement.

1.5 SITE CONDITIONS

A. Temperature and Weather Requirements:

B. Substrate Requirements:
   a. Do not place concrete on muddy or frozen substrate.
   b. Remove mud, dirt, and ice from formwork surfaces.

C. Existing Conditions:
   a. Locate underground utility systems and other below grade site improvements in area of surface and footing excavations.
   b. Call City of (insert name) at (phone #) for underground utility locations 48 hours in advance of excavation, removing soil materials and boring post holes.

PART 2 PRODUCTS

2.0 MANUFACTURER

A. Aquatic play features, slide activity towers and water management systems shall be Waterplay® named designs and model numbers, as manufactured by Waterplay by MAKR, 805 Crowley Ave, Kelowna, BC Canada V1Y 7G6.

B. All equipment shall be installed in accordance with the installation specifications. The contractor shall use due care when installing the features. Protective wrapping shall be left intact throughout the installation and be removed only upon completion. Structures shall be installed in accurate locations, square, centered, plumbed, and at the required elevation relative to final grade on footings as per the layout.

C. All phases of the installation shall be inspected by the owner, or an authorized representative of the owner, up to and including the final inspection as laid out in the Waterplay Project Inspection Checklist.

2.1 PRODUCTION CONSTRUCTION:

A. Above ground aquatic play features shall be constructed of Stainless Steel Type A304 or A304L, schedule 40 or 10. Stainless steel base plate materials will be 2B finish at 3/8” thick. Each spray fixture shall have a 1 ½” NPT coupling water inlet.

B. In-ground aquatic play features shall be 2 ½” schedule 40 or 6” schedule 40, type A304 stainless steel canisters with a machined nozzle seat. Each fixture will have a 1” NPT coupler water inlet. Each fixture shall have mounting holes to accommodate stainless steel L-type anchor bolts to be set in a concrete footing.

C. Aquatic play features are to meet ADA compliance for handicap accessibility and meet or exceed current ASTM playground safety standards.

D. Aquatic play features will be supplied with all necessary anchoring hardware and installation templates to accommodate site work.

E. Aquatic play features anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure and footings. The component shall be fastened directly to the base flange with an EPDM gasket to provide a water tight seal between the component flange and the base flange. The base must be flush-to-grade with no visible hardware or dome cover. The base must have the ability to attach a grounding lug.

F. All aquatic play features shall have fittings that allow for winter close off.

G. All aquatic play features of below grade design shall address winterization.

2.2 NOZZLES

A. Aquatic play feature nozzles shall be constructed of acetal copolymer or urethane. Nozzles shall be non-corrosive, impervious to galling, precision machined. Brass and Nylon are not acceptable. A mechanical workbook must

be supplied to show individual flow rates for each feature including maximum and average flow for each pre-programmed sequence step.

B. Nozzles shall be secured using stainless steel fasteners.

2.3 COATINGS

A. Fixtures shall receive a pre-treatment stainless steel epoxy primer followed by a coat of weather-resistant super durable TGIC free polyester powder, baked application. Standard powder coatings are not acceptable. Brushed stainless finish is the exception.

B. Powder coatings shall be weather resistant and have ultraviolet inhibitors. Coatings shall have a high gloss finish, have ultraviolet inhibitors, withstand 1/10th no removal @160 in/lb, exceed all specifications of organic coatings, and a film thickness of between 2.5 to 3.0 mils (determined by color and finish). Where theme graphics are applied, a base clear coat system will be applied. Supply aerosol primer and touch up paint, color code as specified for aquatic play features.

C. Equipment must be packaged in a three step packaging process as follows:
   a. The first layer is open cell 1/8” foam wrapping.
   b. The second layer is a corrugated cardboard.
   c. The final layer is a waterproof polyethylene tarp wrap.

D. Product must be shipped in dedicated nose load shipments secured with strapping.

2.4 ELECTRICAL

A. All electronic operating systems shall be manufactured by Waterplay Solutions Corp., British Columbia Canada, or approved equal.
All electrical control panels shall be UL/CUL approved specifically for aquatic play area operations and must bear certification logos.

B. All wiring to be specified by the manufacturer of the aquatic play features.

C. The actuating device shall be encapsulated within a 304 stainless steel casing and be UV, moisture, graffiti, and impact resistant.

D. All control system materials are to be of industrial grade quality and controller enclosures shall be rated @ NEMA 4.

E. All Waterplay® components shall be grounded using bare #6 AWG wire and an approved ground lug.. Consult local electrical inspector for local codes and final inspection.

F. Electrical connection shall be 1” National Pipe Thread (NPT) coupler to be located near the bottom of the component.

Power supply to the Waterplay® control panel shall be 120V AC, with a 15amp GFCI dedicated breaker

G. All wire connections must be watertight.

H. Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.

2.5 WATER DISTRIBUTION AND MANAGEMENT SYSTEM

A. Main line pipe and fittings to be schedule 40 PVC or greater. The distribution laterals and fittings are to be schedule 40 PVC or greater. Ensure that a proper slope is consistently applied to all piping to ensure positive gravity-assisted drainage of the entire system. Ensure all fittings are secured to close openings (off season) to protect from water entry of water back into the piping system. (See nozzles section).

B. Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.

2.6 ACCESSORIES

A. All hardware, fittings and fastenings shall be as indicated on the shop drawings and may be required to complete the installation. Anchor fasteners to be stainless steel.

B. Lag bolts shall be stainless steel with flat type vandal-proof head in size indicated on plans. Anchors shall be stainless steel in size required. (tamper proof hardware shall be stainless steel, complete with owner supplied hardware security tools).

2.7 FEATURE SPECIFICATIONS

PRODUCT CODE	0010-8943
	playPHASE Foot Activator
Characteristics	The playPHASE Foot Activator shall be constructed of an 8.0-inch (191mm) diameter cast urethane. There shall be a recess in the centre to accept a touch sensitive activator sensor. Stainless steel tamper resistant fasteners shall pass through the activator sensor, affixing both it, and the urethane to a stainless-steel plate. The plate shall then be secured to an embedded playPHASE base.

Dimensions:	The overall height of the activator shall be no less than 1.0 inch (36mm) above final grade. The overall width of the activator shall be no less than 8.0 inches (191mm) in diameter.
Anchoring/Levelling System:	See Playphase Base Small written spec for more detail.

PRODUCT CODE	0010-7474
	GS Buttercup
Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of 3 large, curved slots angled at 75 º. Tamper resistant winter caps are included.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 7 gpm @ 3 psi (26 lpm @ 20 kpa).

PRODUCT CODE	0010-7476
	GS Confetti Spray
Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of 8 large outer orifices and 8 small inner orifices angled at 79º and 85º, respectively. Tamper resistant winter caps are included.
Dimensions:	Flush to grade mount.

Recommended Flow Rate:	The hydraulic requirements shall be 5 gpm @ 3.5 psi (19 lpm @ 24 kpa).

PRODUCT CODE	0011-3933
	GS Fandango
Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall have seven .25-inch (6.35mm) holes that spray water at 65 degrees from horizontal. Tamper resistant winter caps are included.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 11 gpm @ 2 psi (2 lpm @ 14 kpa).

PRODUCT CODE	0010-7505
	GS Luminary Spray USA
Characteristics	The ground spray canister shall be constructed of schedule 10 stainless steel tubing and shall measure Ø8 inches (203mm) in diameter. Each canister shall be equipped with the 12V LED RGB Luminary with 50 ft (15.2m) of cable and a stainless-steel cover plate with a decorative pattern. The light shall be QPS certified. One (1) blank acetal nozzles and aluminum cover plate shall be provided for winterization.
Dimensions:	The overall height of the canister shall be 12 inches (304mm) and shall be flush to grade. The plate shall be Ø8 inches (203mm) in diameter.
Recommended Flow Rate:	The hydraulic requirements shall be dependant on the nozzle chosen. Refer to GS nozzle selected for the application for flow rate and pressure requirements. Nozzles: One (1) Light will shine through the decorative cover plate illuminating the water discharged from the nozzle. Water display will be dependent on the nozzle chosen.

PRODUCT CODE	0010-7479
	GS Misty Mountain
Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall have two (2) slant jet holes that create a mist under pressure. Tamper resistant winter caps are included.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 2 gpm @ 7 psi (8 lpm @ 48 kpa).

PRODUCT CODE	0010-7480
	GS Monster 5
Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall have a five (5) hole spray pattern angled at 15 degrees from vertical. The hydraulic requirements shall be 32 gpm @ 15 psi (121 lpm @ 103.4 kpa). Tamper resistant winter caps are included. The water inlet shall be 1 inch (25mm) National Pipe Thread located 1.41 inches (35.8mm) below the base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 10 gpm @ 2 psi (38 lpm @ 14 kpa).

PRODUCT CODE	0010-7497

GS Spray Tunnel 8

Characteristics	The eight (8) spray canisters shall be connected to two (2) 58-inch (1473mm) base rails that works as a distribution manifold. The two (2) rails shall be bolted together inline with one another for a total length of 123 inches (3124mm). Each canister shall be no less than 6 inches (152mm) tall with a diameter of Ø2.88 inches (73mm). The Acetal spray nozzles and winter caps shall be seated into the canisters with a o-rings and secured using tamper resistant security bolts. Tamper resistant winter caps are included. All nozzles sit flush with final grade. There shall be two (2) 1.5 inch (38mm) National Pipe Thread water inlet located at the centre of each rail.
Dimensions:	Flush to grade mount with an overall height of 8 inches (203) and length of 123 inches (3124mm)
Recommended Flow Rate:	The hydraulic requirements shall be 30 gpm @ 4 psi (114 lpm @ 28 kpa).
Nozzle Count:	Eight (8)
Water Display:	Water will flow through eight (8) 2.5" acetal nozzles. If restriction is placed on any nozzle, the flow and height on the remaining nozzles will increase.

PRODUCT CODE 0010-7485

GS Straight Up

Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall consist of 8 small orifices. Tamper resistant winter caps are included the water inlet shall be 1 inch (25mm) National Pipe Thread located 1.41 inches (35.8mm) below the base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 6 gpm @ 6 psi (23 lpm @ 41 kpa).

PRODUCT CODE 0010-9816

GS Team Effect

Characteristics	The eight (8) spray canisters shall be connected to two (2) 54-inch (1371mm) base rails that work as a distribution manifolds. The two (2) rails shall be bolted together inline with one another for a total length of 123 inches (3124mm). Each canister shall be no less than 6 inches (152mm) tall with a diameter of Ø2.88 inches (73mm). The Acetal spray nozzles and winter caps shall be seated into the canister with an o-ring and secured using tamper resistant security bolts. Tamper resistant winter caps are included. All nozzles sit flush with final grade. There shall be one 1.5 inch (38mm) National Pipe Thread water inlet located in the center of each base rail, requiring a single supply line tee'd to each inlet.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 8 gpm @ 1 psi (30 lpm @ 7 kpa).
Nozzle Count:	Eight (8)
Water Display:	Water will flow through eight (8) 2.5" acetal nozzles. If restriction is placed on any nozzle, the flow and height on the remaining nozzles will increase.

PRODUCT CODE	0010-7489

GS Tulip

Characteristics	Shall be constructed of schedule 40 stainless steel structural tubing with an outside diameter of 2.875 inches (73mm) with a wall thickness of 0.203 (5mm). The canister shall be a total height of 11.38 inches (289.05mm) tall with a .25-inch (6.35mm) thick X 5.5-inch diameter (139.7mm) base plate. The Acetal spray nozzle and winter cap shall be seated into the canister with an o-ring and secured using a tamper resistant security bolt. The spray nozzle shall provide a mushroom sheet spray effect. The hydraulic requirements shall be 10 gpm @ 15 psi (38 lpm @ 103.4 kpa). Tamper resistant winter caps are included. The water inlet shall be 1 inch (25mm) National Pipe Thread located 1.41 inches (35.8mm) below the base plate. The canister shall be secured into place by securing three (3) 3/8-inch x 11 inches (9.52 mm x 279mm) L bolts (SS) through three (3) anchor holes on the side of the canister.
Dimensions:	Flush to grade mount.
Recommended Flow Rate:	The hydraulic requirements shall be 6 gpm @ 0.75 psi (23 lpm @ 5 kpa).

PRODUCT CODE	0010-4133
	DRAIN CIRCULAR STAINLESS STEEL
Characteristics	The drain body shall be made from 18-inch schedule 10 stainless steel pipe. An upper flange ring shall be welded in place to accommodate for a drain grate that shall have no less than 40.47 sq inches (26109 sq mm) of open area for water flow. The max grate opening shall be no more than 0.31 inches (7.93mm). A 6-inch pipe flange shall be welded to the body. A stainless-steel strainer basket shall fit inside with perforations no more than 0.125 inches (3.18mm). A 22-inch (559mm) diameter flange shall be cut from 0.1875-inch stainless steel plate and welded to the body bottom to function as an installation bolt pass through.
Dimensions:	The overall height of the structure shall be no less than 18 inches (462) mm. The overall diameter of the structure shall be no less than 18 inches (457mm). The pipe flange location shall be no less than 12 inches (292mm). The mounting flange shall be no less than 22 inches (559mm) in diameter.
Recommended Flow Rate:	The flow capacity of the drain through the 6-inch pipe is 140 gpm (530lpm). This measurement is based on a 6-inch drainpipe at a 2% slope.

PRODUCT CODE	0011-2156
	PlayPHASE Base Small
Characteristics	The PlayPHASE base Small shall be a fully welded assembly. A main body shall be constructed of 4 inch (DN100) stainless steel schedule 10 pipe. A machined mounting flange will be welded to the top of the main body, and a 0.5 inch (12.7mm) thick stainless-steel baseplate welded to the bottom. A 1.5-inch (40mm) F-NPT coupler shall be welded to the main body to supply water. Eight (8) 0.5 inch (12.7mm) threaded holes shall be drilled in the top flange for feature mounting. The backside of these holes shall be capped with laser welded nut caps to ensure zero leak paths. The top flange shall incorporate an outer lip to ensure the aluminum cover and feature flange is recessed and flush to grade. A Neoprene gasket and aluminum cover shall be included for winterization.

PART 3 EXECUTION

3.1 ACCEPTABLE INSTALLERS

A. Acceptable Installers:

B. Firm with minimum of 10 aquatic play pad installations and identified as a Preferred Installer by the manufacturer.

C. Pre-approved general contractor as identified by the owner

D. The installation shall be accomplished by skilled work personnel. The installation of all water pipe and fittings, and the installation of all electrical wiring and conduit, shall be under the direct full-time supervision of a licensed corresponding trade, as approved by the owner. (See Waterplay “Inspection and Approval” section of Manufacturer’s Owner Manual for more details).

3.2 PERFORMANCE

A. Verification of Conditions:
   a. Examine all fixtures and components and verify that equipment is undamaged and ready for field assembly.
   b. Return damaged and non-conforming products to the manufacturer.
   c. Identify location of underground utility lines on surface.

B. Protection:
   a. Protect adjacent facilities, plants, trees, ground covers, grass, paved surfaces, and other site improvements from damage during assembly and installation.

C. Layout and Excavation:
   a. Lay out aquatic play features, components and supply and drain lines within pool areas.
   b. Excavation for Foundation: All excavation shall be cut accurately to required lines and dimensions for work on drawings and shall be large enough to provide adequate clearance for the proper execution of the work within them.

D. Concrete Placement and Cast in Place Footings:
   a. Obtain approval from Owner's Representative prior to pouring concrete.
   b. Inspection: When the excavation has been carried to the required depth as shown on the drawings, the Contractor shall do no more work until after the inspection by the Engineer, who shall order the foundation work to proceed, or further excavation as the conditions indicate, and no other work shall be done until the excavation has been approved by the Engineer.

E. Installation
   a. Aquatic play features shall be installed in accordance with the manufacturer's specification and approved by the owner. The contractor shall use extreme care when installing aquatic play features. All wrappings are to be left intact through installation and then to be removed upon completion.
   b. Entire assemblies shall be installed in accurate location, square and plumb, and in required location to surrounding finished grade, on footings, as shown on the plans. Prior to park commissioning all features must be flushed with potable water and the water balanced should a water treatment system be part of the project
   c. An owner/operator training meeting must be conducted and documented prior to handoff of the project.

3.3 COMPLETION

A. Testing: All aquatic play feature lead lines shall be water pressure tested as directed by local codes and the manufacturer’s recommendations before backfilling and pouring of concrete slabs. The contractor is to ensure all water supply lines are free of debris, and flushed of any foreign material, prior to the hook-up of any aquatic play features, and the contractor shall have inspected the entire system (including all electronic systems) in the presence of the Owners Representative. The contractor is to ensure all nozzles are adjusted and secured to the owner's satisfaction. The contractor is to test all drainage systems of the aquatic play features. Refer to the Installation manual for a full description of related tasks prior to completion.

END OF SECTION

SECTION 13 1401
SPLASH PAD WATER TREATMENT SYSTEM

PART 1 GENERAL

1.0 GENERAL DESCRIPTION

A. The installation shall be as indicated on construction and manufacturer’s drawings, and in accordance with local codes/regulations, and the manufacturer's recommendation as reviewed and approved by the owner. The installation shall be accomplished by skilled work personnel.

1.1 DESIGN REQUIREMENTS

A. The Water Treatment System (WTS) shall be sized to meet the needs of the maximum park flow rate, not only the sequenced park flow rate. The treatment system shall provide, where required by health authority, secondary disinfection or as an option.

B. The WTS shall be capable of remote access to allow off-site troubleshooting, data logging and programming changes. The WTS shall log water quality data and be configured to interface with a supervisory control system.

C. The WTS shall enable flexibility in room layout by allowing variations in the filter train arrangement. All equipment, with exception of the filters and CO2 tank, shall be skid mounted.

D. Factory pressure and flow testing shall be conducted to ensure mechanical integrity of the system prior to shipping.

E. Factory electrical and control testing shall be conducted on all actuated valves, sensors, VFDs, chemical controllers, and secondary disinfection equipment to ensure that all devices are functioning independently and as an integrated system prior to shipping.

F. The WTS shall include secondary disinfection where required by the Authority Having Jurisdiction (AHJ). Should secondary disinfection not be required, the WTS system shall be manufactured such that future upgrades to secondary disinfection do not require reworking the skid piping. UV unit shall be mounted on a corrosion resistant aluminum skid. Power shall be supplied by the main treatment system control panel. UV unit must allow for remote monitoring of alarm states. Clear Comfort shall be offered as an alternative to UV in the instance whereby it’s requested.

G. A rain diverter with electronic valve shall be available with the skid mounted system.

H. An appropriately sized holding tank shall also be available with the skid mounted equipment.

1.3 SCOPE

A. Plumbing and wiring to the WTS skid, filters, secondary disinfection skid, holding tank, diverter & strainer, and the spray pad features will be performed by qualified trades and shall be the responsibility of the contractor.

B. Engineering and local health authority approvals are the responsibility of the owner and/or their representative.

C. Provision of Internet connection to the WTS controller is the responsibility of the owner and/or their representative.

D. Filter sand and treatment chemicals shall be provided by the owner and/or their representative.

E. The WTS manufacturer shall submit the following information:

F. “Not for Construction” drawings including a suggested layout of WTS equipment, Process & Instrumentation Diagram (P&ID), electrical power requirements, and wiring schematics for a skid-mounted WTS.

G. List of major equipment.

H. WTS Operation and Maintenance Manual including all manuals supplied by the equipment manufacturers.

1.4 REFERENCES

A. Waterplay Water Treatment System Design and Installation Drawings.

B. Waterplay Water Treatment System Operation & Maintenance Manual.

C. Waterplay WTS Specification of Roles and Responsibilities.

D. Waterplay Warranty Policy.

1.5 QUALIFICATIONS OF MANUFACTURER

A. The WTS manufacturer shall have a minimum 10 years’ experience manufacturing spray park water treatment systems. An ISO 9001:2015 quality assurance program must be in place at the manufacturing facility.

B. The manufacturer shall have in-house engineering resources dedicated to the design of water management and treatment systems.

C. A manufacturer-approved and experienced technician shall be used for commissioning and on-site system training. The manufacturer shall provide post installation support.

1.6 COMPLIANCES

A. Local regulations & codes, national and international standards, applicable health codes, and authorities having jurisdiction.

B. WTS components shall be ELEC approved by an accredited third party. Where applicable, components shall have NSF International (NSF) 50 or equivalent approvals.

C. Design of the WTS must adhere to best practices outlined in the Model Aquatic Health Code (MAHC), unless the MAHC conflicts with local codes, regulations, or guidelines.

PART 2 PRODUCT

1. Refer to Plans

PART 3 EXECUTION

3.1 MECHANICAL SYSTEM

A. The manufacturer shall identify all potential hazards on the equipment with clearly visible stickers or markings. Safety information shall be included in the WTS Operation & Maintenance Manual.

B. Associated piping, fittings, and valves on the WTS skid shall be schedule 80 PVC with the exception of the static mixer and backwash valves which may be schedule 40 PVC.

C. The manufacturer shall provide permanent, waterproof labels with flow direction.

D. The manufacturer shall conduct a pre-shipping in-house test of the equipment to ensure a complete working system.

E. The WTS shall use an NSF50 listed centrifugal pump, complete with strainer basket, and the system shall be self-priming. The pump shall be capable of delivering the maximum possible park flow rate and provide a minimum 20psi to the spray park manifold. The pump shall be capable of turning over the total tank volume a minimum of once every 30 minutes. A flow switch shall be installed on the pump discharge, disabling the pump because of a sustained low flow event.

F. A Variable Frequency Drive shall be used to control pump speed. Where permitted by the AHJ, the pump shall shut down outside of park operating hours and shall start up a set time before park opening hours. VFD will vary pump rpm to adjust flow to appropriate backwash setpoint.

G. A pressure sustaining valve shall be used to maintain the pressure in the park manifold by running at full speed on start up, then reducing to desired set speed.

H. System shall be a single loop system. Uses single pump to circulate water through the system to ensure 100% filtration.

I. System shall have automated multi-port valve backwash.

J. Shall have flow switch safety interlocks to protect against no/low flow situations.

K. Shall have accommodations for future UV installation.

3. 2 WTS CONTROLLER

A. The WTS Controller shall be capable of remote access to the PLC program, system variables, and the Human Machine Interface (HMI) touchscreen.

B. The controller shall have a color Human Machine Interface (HMI) touchscreen through which operators can modify park sequencing, park, and backwash schedules, and manually activate all pumps, valves, and secondary disinfection equipment.

C. The controller shall operate the 24VAC solenoid valves on the park manifold.

D. The controller shall have the ability to purge the water lines prior to park opening.

E. The WTS controller includes power distribution to all WTS components, including the Diverter Strainer System (DSS), park manifold valves and activators. Integral to the controller shall be a disconnect and VFD for pump motor control.

F. The WTS controller shall interface with the chemical controller, secondary disinfection controller and disable water flow to the features should water chemistry alarm or secondary disinfection alarm be activated.

G. The WTS controller shall operate and monitor the valve located in the Diverter Strainer System.

H. The WTS controller shall accommodate 3 phase, 208 VAC, 60Hz or 1 phase, 240VAC, 60Hz.

I. The WTS controller shall be housed in a NEMA 4X enclosure.

3.3 FILTRATION

A. The high rate sand filters shall be NSF50 listed and sized for a nominal filter service rate of 15 US GPM/ft2 and come complete with filter air release valves and a pressure gauge. Sand filters shall be sized to accommodate a minimum

holding tank turnover of once every 30 minutes. A balance valve shall be provided for each filter.

B. The water treatment system shall be capable of automatically backwashing the filters according to schedule. Clear plumbing shall be installed on each filter.

3.4 CHEMISTRY CONTROLLER

A. The controller shall be microprocessor based and shall feature separate digital readouts for ORP and pH. All instrumentation shall be enclosed in a NEMA 4X rated glass-filled polycarbonate cabinet with a clear window cover. All operating controls, calibration adjustments and safety alarm settings shall be accessible from the front panel.

B. The control system shall automatically activate the appropriate chemical feeders in order to maintain the Oxidation Reduction Potential (ORP) of the Free Active Sanitizer level setpoints selected by the operator. Setpoint selection shall be by direct dialing on scales calibrated in mV of ORP and in pH units. pH priority option shall bring pH with 0.2 pH of set point prior to chlorine injection.

C. The control system shall include the following feed modes: off, manual, or automatic. Programmable pH and ORP overfeed times shall provide protection against overfeed chemicals.

D. The face panel shall feature two LED digital readouts for mV of ORP and for pH units. Calibration of the pH display shall be adjustable from the front panel, using a standard chemical test kit for pH. ORP requires no calibration.

E. Visual and remote alarms shall be activated by high/ low pH or sanitizer conditions and by the overfeed safety timers. All alarm settings shall be adjustable from the front panel.

F. All electronics shall be mounted on a single enclosed PVC backboard.

G. Chemical controller shall integrate with WTS controller to monitor chemical dosing trends.

H. WARRANTY

   a. Controller and sensors shall come with a comprehensive 1 year warranty

   b. The manufacturer shall supply a complete instruction, operating and maintenance manual.

3.5 HOLDING TANK

A. It shall be sized to accommodate a 30 minute turnover time based on park flow

rate. A cast-in-place concrete or prefabricated fiberglass tank shall be used.

B. The tank shall include an access ladder, manway, lockable access hatch and level float control valve for water make-up line.

C. Where an FRP tank is used, deadman anchors, hold down straps and turnbuckles shall be available if deemed necessary by the project engineer.

D. All inlet and outlet fittings shall be appropriately sized for the pump suction line, bypass return line, spray park drain line, tank overflow and fresh water fill line. The tank overflow shall be connected to the sanitary system via a backwater check valve.

E. GENERAL

    a. Backfill is a critical part of a proper tank installation.

        i. Both primary and secondary backfill material is to be clean, free-flowing, and free of dirt, sand, large rocks, roots, organic materials, debris, ice and snow.

        ii. No backfill material shall be frozen or contain lumps of frozen material any time during compaction or placement.

F. PRIMARY BACKFILL

    a. Use coarse aggregate (rounded stones or crushed stones) as primary backfill material.

        i. Rounded stone to be 0.75IN MAX. to 0.125IN MIN.

        ii. Crushed stone to be 0.50IN MAX. to 0.125IN MIN.

    b. Primary backfill material should be a mix of well-graded stones, generally conforming to the 6, 67, 7 and 8 sizes of ASTM's C33.

    c. No more than 5% of this material can be small enough to pass through the #8 sieve.

    d. Do not use materials like soft limestone, sandstone, sea shells or shale that break down over time.

G. SECONDARY BACKFILL (used in split backfill installations)

    a. Examples of acceptable secondary backfill material are:

        i. Clean native backfill

        ii. Coarse sand

        iii. Gravel

b. Secondary backfill must be compact to achieve a minimum of 85% standard proctor density.

c. 100% of secondary backfill material must pass through a 1IN [250mm] sieve.

d. Secondary material must be installed in 12IN [300mm] to 24IN [610mm] lifts compatible with the compaction equipment used.

e. When using secondary backfill, consider potential frost-related problems to avoid frost heave.

f. Requirements of the piping, surface slab or roadway used may determine specifications for secondary backfill material and compaction above the filter-fabric layer.

g. Refer to applicable codes or standards for base course and sub-base course material and compaction requirements.

3.6 MANIFOLD

A. The manifold shall have a 4 inch schedule 10 stainless steel header, pressure gauge and ½ inch (12 mm) hose bib.

B. The manifold shall have schedule 80 PVC true union ball valves plumbed off each independent leg of the header and connected to Rainbird PGA 100 series solenoid valves with 1.5 inch (38mm) schedule 80 PVC unions on each outlet supply to components.

C. Each valve leg shall be independently removable without shutting down manifold flow to allow for servicing of solenoid valves during operational hours.

D. A solenoid valve NEMA 4X wire junction box mounted to the manifold structure.

E. The manifold shall be connected to a butterfly valve for shut off and servicing.

3.7 ADD ONS

A. Diverter Strainer System: Yes

B. A diverter and strainer system shall house a debris screen and diverter valve in a below grade tank and allow for access via an aluminum, hinged lockable hatch. The tank body shall be constructed of corrugated HDPE with a 30 inch diameter.

C. The diverter valve shall be an electrically actuated butterfly valve, complete with limit switches. The valve shall be powered, actuated and monitored by the WTS controller based on park operating hours and park inactivity. The valve shall be

normally closed during park use, sending all flow from the park drain to the holding tank. After park hours or after a period of park inactivity, the valve shall divert rain water from the spray pad to the sewer, thereby avoiding dilution of holding tank chemicals.

D. The DSS debris screen shall be a stainless steel screen basket with no greater than 1/8 inch perforated holes.

END OF SECTION

SECTION 22 0500
PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Waterproofing.
2. Electrical Connections and Protection.
3. Supports and anchors.
4. Cleaning, Protection and Adjustment.
5. Dielectric Fittings.
6. Piping connections.
7. Mechanical Identification.
8. Sleeves and Seals.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
1. 079200 - Joint Sealants: Sealants.
2. 099100 - Painting: Field painting.

1.2 WATERPROOFING

A. Where work penetrates waterproofing, including waterproof concrete, the Engineer shall approve the method of installation prior to performing the work. Furnish necessary sleeves, caulking and flashing required to make openings watertight.

1.3 ELECTRICAL CONNECTIONS AND PROTECTION

A. Regardless of voltage, provide control wiring, interlock wiring, and equipment control wiring for the equipment provided under this division of the specifications.

B. Furnish electrical disconnect switches, starters and combination starter disconnects required for equipment provided under this division of the specifications. Circuit breakers furnished shall be rated for motor protection.

C. Power wiring not used for control functions, complete from power source to motor or equipment junction box, including power wiring through starters, shall be provided under Division 26.

D. Coordinate to ensure that electrical devices furnished or provided are compatible with the electrical systems used.

E. Confirm final location of electrical equipment to be installed in the vicinity of piping.

1.4 PAINTING

A. Painting requirements of this section shall conform to Division 9 – Finishes: Painting.

B. Provide field painting of systems, equipment and miscellaneous metals located outdoors. Application shall be in strict accordance with manufacturer's recommendations.

C. Provide painting of plumbing piping and equipment exposed in mechanical equipment room and in occupied spaces. Plumbing items to be painted are as follows:
   1. Piping, pipe hangers, pipe insulation, and supports
   2. Equipment and support.
   3. Accessory items.

1.5 CLEANING, PROTECTION AND ADJUSTMENT

A. Cleaning
   1. General cleaning requirements are specified in Division 1 – General Requirements.
   2. Upon completion of the work, clean the exterior surface of equipment, accessories, and trim installed. Clean, polish, and leave equipment, accessories, and trim in first-class condition.

B. Protection of Surfaces
   1. Protect surfaces from damage during the construction period.
   2. Provide plywood or similar material under equipment or materials stored on floors or roofs. Provide protection in areas where construction may damage surfaces.
   3. Surfaces damaged during the construction shall be repaired or replaced at no additional cost to the City. The Engineer shall approved the method of repairing or replacing the surface.

C. Protection of Services
   1. Protect services from damage during the construction period.
   2. Repair, replace and maintain utilities, facilities, or services (underground, above ground, interior or exterior) damaged, broken or otherwise rendered inoperative during construction.

3. Services damaged during the construction shall be replaced at the cost of the Contractor at fault. The Engineer shall approve the method used in repairing, replacing, or maintaining the services.

D. Protection of Equipment and Materials
1. Equipment and materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on-site in open or unprotected areas, equipment and material shall be kept off the ground and out of standing water by means of pallets or racks and covered with tarpaulins.
2. Equipment and material, if left unprotected and damaged, shall be repainted, or otherwise refurbished at the discretion of the Owner. Equipment and material are subject to rejection and replacement if, in the opinion of the Engineer or manufacturer the equipment has deteriorated or been damaged to the extent that its immediate use or performance is questionable, or that its normal life expectancy has been curtailed.
3. During the construction period, protect piping, fittings, valves, equipment, and associated appurtenances from damage and dirt. Each system of piping shall be flushed to remove grit, dirt, sand, and other foreign matter for as long a time as required to thoroughly clean the systems.

E. Adjustment
1. After the entire installation has been completed, make required adjustments to balancing valves, circulating systems, pressure reducing valves and similar devices until performance requirements are met.
2. Provide factory-lubricated bearings for equipment. Before initial startup of equipment, inspect and verify bearings for proper amounts of lubricant. If required, provide proper amounts of lubricant in accordance with manufacturer's recommendations.

1.6 DIELECTRIC FITTINGS

A. Ferrous to non-ferrous pipe connections shall be made with threaded, soldered, plain, or welded end connections that match piping system material. Dielectric fittings shall prevent any electrolytic action between dissimilar materials.

1.7 PIPING CONNECTIONS

A. Make pipe connections according to the following
1. Provide unions in supply piping systems 4 inches and smaller:
   a. Adjacent to each side of valve
   b. At final connection to equipment
2. Provide sewer lateral cleanout:
   a. As indicated on Plans.

1.8 SLEEVES AND SEALS

A. Sleeves for Pipes through Non-fire Rated Floors: 18 gage (1.2 mm thick) galvanized steel.

B. Sleeves for Pipes through Non-fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage (1.2 mm thick) galvanized steel.

C. Sealant: refer to Section 07 92 00 – Joint Sealants.

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Manufacturers: Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
1. Grinnell.
2. Elcen.
3. Fee and Mason.
4. Kin-Line.
5. Michigan.
6. Unistrut.
7. Or approved equal.

B. Plumbing Piping – Drain, Waste, Vent:
1. Conform to ASTM F708.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch (13 to 38 mm): Malleable iron, adjustable swivel, split ring.
3. Hangers for Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Wall Support for Pipe Sizes to 3 Inches (75 mm): Cast iron hook.
6. Wall Support for Pipe Sizes 4 Inches (100 mm) and Over: Welded steel bracket and wrought steel clamp.
7. Vertical Support: Steel riser clamp.
8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
9. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

C. Plumbing Piping - Water:

1. Conform to ASTM F708.
2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch (13 to 38 mm): Malleable iron adjustable swivel, split ring.

3. Hangers for Cold Pipe Sizes 2 Inches (50 mm) and Over: Carbon steel, adjustable, clevis.
4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
5. Vertical Support: Steel riser clamp.
6. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
7. Floor Support for Hot Pipe Sizes to 4 Inches (100 mm): Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
8. Copper Pipe Support: Carbon steel ring, adjustable, copper plated.

2.2 PIPE HANGER AND SUPPORT SCHEDULE

PIPE SIZE Inches (mm)	MAX. HANGER SPACING Feet (m)	HANGER ROD DIAMETER Inches (mm)
1/2 to 1-1/4 (12 to 32)	6.5 (2)	3/8 (9)
1-1/2 to 2 (38 to 50)	10 (3)	3/8 (9)
2-1/2 to 3 (62 to 75)	10 (3)	1/2 (13)
4 to 6 (100 to 150)	10 (3)	5/8 (15)
8 to 12 (200 to 300)	14 (4.25)	7/8 (22)
PVC (All Sizes)	6 (1.8)	3/8 (9)
C.I. Bell and Spigot (or No-Hub) and at Joints	5 (1.5)	1/2 (13)

2.3 PROTECTION OF ELECTRICAL EQUIPMENT

A. Plan and arrange overhead piping to avoid dedicated electrical space that may include motors, controllers, switchboards, panel boards, or similar equipment.
   1. Dedicated electrical space is equal to the width and depth of the electrical components and extends from the floor to a height of 6 feet above the electrical components or to the structural ceiling, whichever is lower. No piping, leak detection apparatus, equipment, components, or associated

appurtenances foreign to the electrical installation shall be in the dedicated electrical space.

2. Dropped, suspended, or any other type of ceiling that does not add strength to the building structure cannot be provided as a separation between dedicated electrical spaces for the installation of foreign components within the dedicated electrical space.

B. Where the installation of foreign components occur above the dedicated electrical space (6 feet above the electrical systems), contractor shall provide a means of secondary containment to prevent damage to the electrical systems.

C. Secondary Containment Piping System
1. Piping system shall consist of clear unpigmented Polyvinyl Chloride pipe and fittings. The containment piping system shall be longitudinally split. The pipe shall align via a tongue and groove and the fittings shall be manufactured in two halves.
2. The pipe and fitting shall be temporarily held together by clips affixed over top of integral fitting clip locators. Final system joining shall be provided by welding components together via an injection bonding process.
3. Final containment inspection shall be provided via a low-pressure air test per manufacturer's requirements.

2.4 DIELECTRIC FITTINGS

A. Dielectric unions shall be factory – fabricated assemblies with a minimum working pressure as required to suit system pressures.

B. Dielectric flanges shall be factory – fabricated, companion flange assemblies with a minimum working pressure as required to suit system pressures.

C. Dielectric flange kits shall be field – fabricated with a minimum working pressure as required to suit system pressures. Kit shall include flanges, full face type phenolic gasket, phenolic bolt sleeves, phenolic washers, and steel backing washers.

D. Dielectric couplings shall be galvanized steel with inert and noncorrosive, thermoplastic lining, threaded ends and a minimum working pressure as required to suit system pressures.

E. Dielectric nipples shall be electroplated steel nipple with unert and noncorrosive, thermoplastic lining, plain, threaded, or grooved ends and a minimum working pressure as required to suit system pressures.

F. Acceptable Manufacturers:
1. Watts Industries
2. Zurn Industries
3. Sioux Chief Industries

4. Or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 017000 - Execution and Closeout Requirements: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION - MECHANICAL IDENTIFICATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.3 INSTALLATION - GENERAL

A. Install in accordance with manufacturer's instructions.
B. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

3.4 INSTALLATION - PIPE HANGER AND SUPPORTS

A. Support horizontal piping as scheduled.

B. Install hangers to provide minimum 1/2-inch (13 mm) space between finished covering and adjacent work.

C. Place hangers within 12 inches (300 mm) of each horizontal elbow.

D. Use hangers with 1-1/2 inch (38 mm) minimum vertical adjustment.

E. Support horizontal cast iron pipe adjacent to each hub, with 5 feet (1.5 m) maximum spacing between hangers.

F. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.

G. Support riser piping independently of connected horizontal piping.

H. Provide copper plated hangers and support for copper piping.

I. Design hangers for pipe movement without disengagement of supported pipe. In lieu of copper plated hardware, provide non-conductive inserts.

J. Prime coat and paint exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

END OF SECTION

SECTION 22 0522
COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:
   A. Piping materials and installation instructions common to most piping systems.
   B. Dielectric fittings.
   C. Mechanical sleeve seals.
   D. Sleeves.
   E. Escutcheons.
   F. Plumbing demolition.
   G. Equipment installation requirements common to equipment sections.
   H. Supports and anchorages.

1.2 DEFINITIONS

A. Finished Spaces: Spaces other than plumbing and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and plumbing equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Electrical Characteristics for Plumbing Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirement

PART 2 - PRODUCTS

2.1 PIPE, TUBE, AND FITTINGS

A. ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual Division 22 piping Sections for special joining materials not listed below.

B. Pipe-Flange Gasket Materials: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness unless thickness or specific material is indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series or BAg1, unless otherwise indicated.

F. Welding Filler Metals: Comply with AWS D10.12.

G. Solvent Cements for Joining Plastic Piping:
1. ABS Piping: ASTM D 2235.
2. CPVC Piping: ASTM F 493.
3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
4. PVC to ABS Piping Transition: ASTM D 3138.

2.3 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with threaded, solder-joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig (1725-kPa) minimum working pressure at 180 deg F (82 deg C).

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150- or 300-psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.

E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).

F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig (2070-kPa) minimum working pressure at 225 deg F (107 deg C).

2.4 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.

B. Sealing Elements: EPDM NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

C. Pressure Plates: Carbon steel Include two for each sealing element.

D. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SLEEVES

A. Galvanized-Steel Sheet: 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint.

B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.

C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
   1. Underdeck Clamp: Clamping ring with set screws.

E. Molded PVC: Permanent, with nailing flange for attaching to wooden forms.

F. PVC Pipe: ASTM D 1785, Schedule 40.

G. Molded PE: Reusable, PE, tapered-cup shaped, and smooth-outer surface with nailing flange for attaching to wooden forms.

2.6 ESCUTCHEONS

A. Description: Manufactured wall and ceiling escutcheons and floor plates, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with polished chrome-plated finish.
C. Split-Casting, Cast-Brass Type: With concealed hinge and set screw.
   1. Finish: Polished chrome-plated.

PART 3 - EXECUTION

3.1 PLUMBING DEMOLITION

A. Refer to Division 01 Section "Cutting and Patching" and Division 02 Section "Selective Structure Demolition" for general demolition requirements and procedures.

B. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated to be removed.
   1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping as required with same or compatible piping material.
   2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
   3. Equipment to Be Removed: Disconnect and cap services and remove equipment.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 PIPING SYSTEMS – COMMON REQUIREMENTS

A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors.

M. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

N. Verify final equipment locations for roughing-in.

O. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.3 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and Division 22 Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.

E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
1. Comply with ASTM F 402, for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Non pressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Non pressure Transition Fittings: Join according to ASTM D 3138 Appendix.

J. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

K. Plastic Non pressure Piping Gasketed Joints: Join according to ASTM D 3212.

L. PE Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.
1. Plain-End Pipe and Fittings: Use butt fusion.
2. Plain-End Pipe and Socket Fittings: Use socket fusion.

M. Fiberglass Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

3.4 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:
1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Dry Piping Systems: Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.5 EQUIPMENT INSTALLATION – COMMON REQUIREMENTS

A. Install equipment to allow maximum headroom unless specific mounting heights are not indicated.

B. Install equipment level and plumb, parallel, and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.

C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.

D. Install equipment to allow right of way for piping installed at required slope.

3.6 ERECTION OF WOOD SUPPORTS AND ANCHORAGES

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorages to support, and anchor plumbing materials and equipment.

B. Select fastener sizes that will not penetrate members if opposite side will be exposed to view or will receive finish materials. Tighten connections between members. Install fasteners without splitting wood members.

C. Attach substrates as required to support applied loads.

END OF SECTION

SECTION 22 1116
DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aboveground domestic water pipes, tubes, fittings, and valve above grade and inside the building.
   2. Valves.
   3. Dielectric Fittings.
   4. Escutcheons.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Field quality-control reports.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 61 for potable domestic water piping and components.

PART 2 - PRODUCTS

2.1 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type M water tube, drawn temper.
   1. Wrought-Copper Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
   2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
   3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint ends.

2.2 PIPING JOINING MATERIALS

A. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

B. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

2.3 BALL VALVES

A. Manufacturers:
   1. Grinnell Corporation.
   2. Other acceptable manufacturers offering equivalent products.
      a. Hammond Valve.
      b. Milwaukee Valve Company.
      c. Red-White Valve Corporation.
      d. NIBCO.
      e. Apollo.
      f. Or equal.

B. Up to 2 Inches: Bronze two-piece body, stainless or chrome plated steel ball, Teflon seats and stuffing box ring, lever handle solder or threaded ends. Note: Three-piece full port ball valves are recommended up to 3”. Also recommended to add option for extended handle stem for insulated pipes.

C. Over 2 Inches: Cast steel body, chrome plated steel ball, Teflon seat and stuffing box seals, lever handle, flanged.

2.4 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.

B. Dielectric Unions:
   1. Description:
      a. Pressure Rating: 150 psig at 180 deg F.
      b. End Connections: Solder-joint copper alloy and threaded ferrous.

2.5 ESCUTCHEONS

A. General: Manufactured ceiling, floor, and wall escutcheons and floor plates.

B. One Piece, Cast Brass: Polished, chrome-plated finish with setscrews.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."

C. Install domestic water piping level and plumb.

D. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated.

E. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than system pressure rating used in applications below unless otherwise indicated.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

3.2 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. Soldered Joints: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."

D. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.3 DIELECTRIC FITTING INSTALLATION

A. Install dielectric fittings in piping at connections of dissimilar metal piping and tubing.

B. Dielectric Fittings for NPS 2 and Smaller: Use dielectric unions.

C. Dielectric Fittings for NPS 2-1/2 to NPS 64: Use dielectric flanges or flange kits.

3.4 ESCUTCHEON INSTALLATION

A. Install escutcheons for penetrations of walls, ceilings, and floors.

B. Escutcheons for New Piping:
   1. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep pattern.
   2. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One piece, cast brass with polished chrome-plated finish.

3.5 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Piping Inspections:
   1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
   2. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
      a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
      b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
   3. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections, and arrange for reinspection.
   4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

C. Piping Tests:
   1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
   2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
   3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
   4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials.

Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.

5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
6. Prepare reports for tests and for corrective action required.

D. Domestic water piping will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.6 CLEANING

A. Clean and disinfect potable domestic water piping as follows:
   1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
   2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:
      a. Flush piping system with clean, potable water until dirty water does not appear at outlets.
      b. Fill and isolate system according to either of the following:
         1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate the valves and allow them to stand for 24 hours.
         2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.
      c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.
      d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION

SECTION 22 1319
SANITARY WASTE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following sanitary drainage piping specialties:
   1. Cleanouts.
   2. Floor drains.
   3. Roof flashing assemblies.
   4. Miscellaneous sanitary drainage piping specialties.
   5. Flashing materials.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CLEANOUTS

A. Cast-Iron Floor Cleanouts:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Josam Company; Josam Div.
      b. Oatey.
      c. Sioux Chief Manufacturing Company, Inc.
      d. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      e. Watts Drainage Products Inc.
      f. Zurn Plumbing Products Group; Light Commercial Operation.
      g. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.36.2M for adjustable housing cleanout.
   3. Size: Same as connected branch.
   4. Closure: Brass plug with straight threads and gasket OR cast-iron plug.
   5. Top Loading Classification: Light Duty.
   6. Riser: ASTM A 74, Service class, cast-iron drainage pipe fitting and riser to clean out.

B. Cast-Iron Wall Cleanouts:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Josam Company; Josam Div.
      b. MIFAB, Inc.
      c. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      d. Watts Drainage Products Inc.
      e. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.36.2M. Include wall access.
   3. Size: Same as connected drainage piping.
   4. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
   5. Wall Access: Round, flat, chrome-plated brass, or stainless-steel cover plate with screw.

2.2 FLOOR DRAINS

A. Cast-Iron Floor Drains:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Commercial Enameling Co.
      b. Josam Company; Josam Div.
      c. MIFAB, Inc.
      d. Prier Products, Inc.
      e. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      f. Watts Drainage Products Inc.
      g. Zurn Plumbing Products Group; Light Commercial Operation.
      h. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.6.3 with backwater valve, if specified.
   3. Body Material: Gray iron.
   4. Backwater Valve: Integral, ASME A112.14.1, swing-check type, if required, as specified.
   5. Coating on Interior and Exposed Exterior Surfaces: Acid-resistant enamel, where required.
   6. Sediment Bucket: as specified.
   7. Top or Strainer Material: Nickel bronze.
   8. Top of Body and Strainer Finish: Rough bronze.
   9. Top Shape: Round.
   10. Top Loading Classification: Light Duty.
   11. Trap primer connection.

2.3 ACCESS PANEL

A. J. L. Industries, with cam lock closure.

B. Approved equal.

2.4 TRAP PRIMER

A. PPP, with multiple outlets.

B. Approved equal.

2.5 WATER HAMMER ARRESTOR

A. PPP.

B. Approved Equal.

2.6 ROOF FLASHING ASSEMBLIES

A. Roof Flashing Assemblies:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Acorn Engineering Company; Elmdor/Stoneman Div.
      b. Thaler Metal Industries Ltd.
      c. Manufactured hardware.

B. Description: Manufactured assembly made of 6.0-lb/sq. ft., 0.0938-inch-thick, lead flashing collar and skirt extending at least 10 inches from pipe, with galvanized-steel boot reinforcement and counterflashing fitting.
   1. Open-Top Vent Cap: Without cap.
   2. Low-Silhouette Vent Cap: With vandal-proof vent cap.
   3. Extended Vent Cap: With field-installed, vandal-proof vent cap.

2.7 MISCELLANEOUS SANITARY DRAINAGE PIPING SPECIALTIES

A. Air-Gap Fittings:
   1. Standard: ASME A112.1.2, for fitting designed to ensure fixed, positive air gap between installed inlet and outlet piping.
   2. Body: Bronze or cast iron.
   3. Inlet: Opening in top of body.
   4. Outlet: Larger than inlet.
   5. Size: Same as connected waste piping and with inlet large enough for associated indirect waste piping.

B. Vent Caps:
   1. Description: Cast-iron body with threaded or hub inlet and vandal-proof design. Include vented hood and setscrews to secure to vent pipe.
   2. Size: Same as connected stack vent or vent stack.

2.8 FLASHING MATERIALS

A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:
   1. General Use: 6-lb/sq. ft., 0.0938-inch thickness.

B. Fasteners: Metal compatible with material and substrate being fastened.

C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

D. Solder: ASTM B 32, lead-free alloy.

E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Refer to Division 22 Section 22 0522 "Common Work Results for Plumbing" for piping joining materials, joint construction, and basic installation requirements.

B. Install cleanouts in aboveground piping according to the following, unless otherwise indicated:
   1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
   2. Locate each change in direction of piping greater than 45 degrees.
   3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.

C. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.

D. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.

E. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
   1. Position floor drains for easy access and maintenance.

2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:
   a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
   b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
   c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
4. Install individual traps for floor drains connected to sanitary building drain, unless otherwise indicated.

F. Provide water hammer arrestors at end of each main / submain serving flush valve services.

G. Install roof flashing assemblies on sanitary stack vents and vent stacks that extend through roof.

H. Install flashing fittings on sanitary stack vents and vent stacks that extend through roof.

I. Install floor-drain, trap-seal primer fittings on inlet to floor drains that require trap-seal primer connection.
   1. Exception: Fitting may be omitted if trap has trap-seal primer connection.
   2. Size: Same as floor drain inlet.

J. Install air-gap fittings on draining indirect-waste piping discharge into sanitary drainage system.

K. Install vent caps on each vent pipe passing through roof.

L. Install escutcheons at wall, floor, and ceiling penetrations in exposed finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding pipe fittings.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

3.3 FLASHING INSTALLATION

A. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.

B. Set flashing on floors and roofs in solid coating of bituminous cement.

C. Secure flashing into sleeve and specialty clamping ring or device.

D. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 07 Section "Sheet Metal Flashing and Trim."

E. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 22 4000
PLUMBING FIXTURES AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Access Panel
   2. Drinking Fountain
   3. Floor Drain
   4. Floor Sink
   5. Flush Valve
   6. Hand Sink
   7. Hose Bibb
   8. Ice Maker
   9. Kitchen Sink
   10. Lavatories
   11. Mop Sink
   12. Sink
   13. Thermostatic Mixing Valve.
   14. Trap Primer
   15. Urinal
   16. Water Closet
   17. Water Heater
   18. Water Hammer Arrestor

B. Related Documents: The Contract Documents, as defined in Section 01 10 00 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 079200 - Joint Sealants: Seal fixtures to walls and floors.
   2. Section 220500 - Plumbing

1.2 REFERENCES

A. American Society of Mechanical Engineers (ASME):
   1. ASME A112.18.1 - Finished and Rough Brass Plumbing Fixture Fittings.

1.3 SUBMITTALS

A. Section 016000 – Product Requirements, Product Data, and Samples: Procedures for submittals.
   1. Product Data:

a. Product Data: Provide catalogue illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
b. Provide submittals for all fixtures and equipment, and all associated trim and hardware.

B. Section 017800 – Closeout Submittals and 017900 - Demonstration and Training: Procedures for closeout submittals.
1. Project Record Documents: Accurately record the following:
a. Operation and Maintenance Data: Include fixture trim exploded view and replacement parts lists.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 – Product Requirements: Transport, handle, store, and protect Products.

B. Only accept fixtures on site in factory packaging. Inspect for damage.

C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
1. Access Plates:
a. JL Industries.
b. Or approved equal.
2. Drinking Fountain:
a. Elkay.
b. Or approved equal.
3. Faucet (for Kitchen Sink, Lavatory, Mop Sink):
a. Chicago Faucet.
b. Zurn.
c. Or approved equal.
4. Floor Drain:
a. J. R. Smith.
b. Or approved equal.
5. Floor Sink:
a. J. R. Smith.
b. Or approved equal.

6. Flush Valve:
   a. Sloan.
   b. Or approved equal.
7. Hand Sink:
   a. Aero.
   b. Or approved equal.
8. Hose Bibb:
   a. ACORN.
   b. Or approved equal.
9. Ice Maker
   a. Koolaire.
   b. Or approved equal.
10. Kitchen Sink:
    a. American Standard
    b. Or approved equal.
11. Lavatory
    a. ACORN.
    b. American Standard
    c. Or approved equal.
12. Mop Sink:
    a. American Standard
    b. Or approved equal.
13. Sink:
    a. Elkay.
    b. Kohler.
    c. American Standard
    d. Or approved equal.
14. Thermostatic Mixing Valve:
    a. Leonard.
    b. Or approved equal.
15. Trap Primer:
    a. MIFAB.
    b. Or approved equal
16. Urinal:
    a. ACORN.
    b. American Standard.
    c. Or approved equal.
17. Water Closet:
    a. ACORN.
    b. Or approved equal.
18. Water Heater:
    a. American Standard.
    b. Bradford White.
    c. Rheem.
    d. A.O. Smith.
    e. Or approved equal.

19. Water Hammer Arrestor:
    a. Precision Plumbing Products.
    b. Or approved equal.

B. Furnish and install Products as indicated in Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 017000 - Execution and Closeout Requirements: Verification of existing conditions before starting work.

B. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
   1. Verify that walls and floor finishes are prepared and ready for installation of fixtures.
   2. Verify that electric power is available and of the correct characteristics.

C. Report in writing to the Engineer prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected and approved by the Engineer.

D. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the City.

3.2 PREPARATION

A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for fixtures.

3.3 INSTALLATION

A. Plumbing Fixtures:
   1. Install in accordance with manufacturer's instructions.
   2. Install each fixture with trap, easily removable for servicing and cleaning.
   3. Provide chrome plated rigid or flexible supplies to fixtures with screwdriver stops, reducers, and escutcheons.
   4. Install components level and plumb.
   5. Install and secure fixtures in place with wall carriers and bolts.
   6. Seal fixtures to wall and floor surfaces with sealant.

7. Water Closets, Urinals and Lavatories: Provide adjustable cast iron fixture supports for all wall hung water closets, except where single vertical carriers in shallow walls occur.
8. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

B. Trap Primers
1. Install primers under sinks and/or lavatories, and behind access panels out of line of sight. Provide access panels
2. Trap primers to have approval of plumbing and drainage institute.
3. Install trap primers in accordance with manufacturer's recommendations.

C. Protective Shielding Guards
1. Manufactured plastic enclosure for covering hot- and cold-water supplies, trap and drain piping, and complying with ADA requirements and meeting ANSI code for barrier-free design. Provide at all accessible sinks and lavatories.

3.4 ADJUSTING

A. Refer to Specification Section 01 7000 – Execution and Closeout Requirements.

B. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.5 CLEANING

A. At completion clean plumbing fixtures and equipment.

3.6 FIELD QUALITY CONTROL

A. Section 014000 - Quality Requirements: Field testing and inspection.

Payment for items of work covered under Division 22 of the plans and these specifications shall be based on the lump sum bid pricing identified in the Bid Schedule. No additional compensation will be allowed.

END OF SECTION

SECTION 23 0500
COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Basic mechanical methods.
2. Supports and anchors.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 SUBMITTALS

A. Procedures for closeout submittals.
1. Fabrication submittals: Contractor shall submit shop drawings for location of equipment and fabrication of hardware, for review by owner's representative prior to fabrication and installation.
2. Project Record Documents: Accurately record the following:
a. Record drawings (as-builts)
b. Start-up reports
c. Provide test and balance report.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:
1. Conform to applicable local code for support of ductwork.

1.4 BASIC MECHANICAL METHODS

A. Comply with manufacturer's published instructions for delivery, storage, protection, installation, and materials.

B. When equipment is operable, and it is to the advantage of the Contractor to operate the equipment, he may do so if he properly supervises the operation and retains full responsibility for the equipment operated. Regardless of whether the equipment has or has not been operated, the Contractor shall professionally clean the equipment, install new filter media, make all required adjustments, and complete all punch list items before final acceptance by the representatives of the Owner.

C. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.

D. Where mounting heights are not detailed or dimensioned, install mechanical services and overhead equipment to provide the maximum headroom possible.

E. Items exposed (in areas without ceilings) shall be installed in a neat, orderly manner. Elements shall be perpendicular and parallel to building lines.

F. In those conditions where ductwork is exposed in finished areas, careful craftsmanship and only the highest standards of installation will be acceptable. All routing of exposed ducts, pipes, conduits, shall be approved in advance by the State Representative prior to installation.

G. Drawings and Specifications:
   1. The Drawings indicate the general arrangement of systems and are to be followed as far as possible. If deviations from the layout are necessitated by field conditions, detailed layouts of the proposed departures shall be submitted in writing to the Owner's Representative, for approval before proceeding with the work.
   2. This Contractor shall make all his own measurements in the field and shall be responsible for correct fitting. Contractor shall coordinate this work with all other branches in such a manner as to cause a minimum of conflict or delay.
   3. Where any work is so placed as to cause or contribute to a conflict it shall be readjusted at the expense of the Contractor causing the conflict. The decision shall be final about the arrangement of ducts, piping, etc., where conflict arises.
   4. Where offsets in systems are required to complete the installation, or for the proper operation of the system, these shall be deemed to be included in the Contract.
   5. Significant deviations from Drawings must be approved by the Engineer of Record.

H. Locations:
   1. Mechanical layouts indicated on drawings are diagrammatic. Exact locations of ducts, pipes, and equipment may vary because of conflicts with work of other trades. Work out conflicts where relocations will not affect operation or appearance of systems.
   2. Locate equipment requiring periodic servicing so that it is readily accessible. Do not back up service sides to walls, nor place it too close to other equipment to make service impractical.

PART 2 - PRODUCTS

2.1 SLEEVES AND SEALS

A. Sleeves for Round Ductwork: Galvanized steel.

B. Sleeves for Rectangular Ductwork: Galvanized steel or wood.

C. Sealant: refer to Section 079200.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

B. Report in writing to State Representative prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the State.

3.2 INSTALLATION - GENERAL

A. Install in accordance with manufacturer's instructions.

B. The use of lead-containing solder for plumbing and plumbing fixtures is prohibited in the construction of this project.

END OF SECTION

SECTION 23 0593
TESTING, ADJUSTING AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Testing, adjustment, and balancing of air systems.
   2. Measurement of final operating condition of HVAC systems.
   3. Sound measurement of equipment operating conditions.
   4. Vibration measurement of equipment operating conditions.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

A. Associated Air Balance Council (AABC):
   1. AABC - National Standards for Total System Balance.

B. National Environmental Balancing Bureau (NEBB):
   1. Deemed acceptable in lieu of AABC, all accounts.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Procedures for submittals.
   1. Assurance/Control Submittals:
      a. Test Reports: Submit the following reports directly to State Representative from Testing Laboratory, with copy to Contractor. Prepare reports in conformance with Section 014000 - Quality Requirements:
         1) Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
         2) Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for inclusion in operating and maintenance manuals.
         3) Provide reports in binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

4) Indicate data on AABC National Standards for Total System Balance forms.

b. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.

c. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

1.4 QUALITY ASSURANCE

A. Qualifications:
1. Company specializing in testing, adjusting, and balancing of specified with minimum 5 years documented experience. Company to be certified by one of the following.
   a. AABC Certified Independent Testing and Balancing Agency.
   b. National Environmental Balancing Bureau Certified Independent Agency. (NEBB).

B. Certification: Certify the testing, adjusting, and balancing field data reports.

C. Testing, Adjusting, and Balancing Reports: Use testing, adjusting, and balancing Agent’s standard forms.

D. Contractor shall demonstrate operation of all equipment and hardware, to include economizer and CO2 monitoring with supplemental signal generators to effect performance outboard of design conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
1. Systems are started and operating in a safe and normal condition.
2. Temperature control systems are installed completely and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Duct systems are clean of debris.
5. Air outlets are installed and connected.
6. Duct system leakage is minimized.

3.2 PREPARATION

A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to State Representative to facilitate spot checks during testing.

B. Provide additional balancing instruments as required.

3.3 INSTALLATION TOLERANCES

A. Fan Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.

B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.

3.4 ADJUSTING

A. Ensure recorded data represents actual measured or observed conditions.

B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.

C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

E. At final inspection, recheck random selections of data recorded in report. Recheck points or areas as selected and witnessed by State Representative.

F. Check and adjust systems approximately six months after final acceptance and submit report.

3.5 AIR SYSTEM PROCEDURE

A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities. Perform this work with cooling system energized where applicable to obtain the extra resistance of wet coils.

B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross-sectional area of duct.

C. Measure air quantities at air inlets and outlets.

D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

E. Open volume control devices to 100%.

F. Vary total system air quantities by duct static pressure set point. Provide adjustment to set point as necessary to achieve air flows.

G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.

END OF SECTION

SECTION 23 0713
DUCT INSULATION

1.1 SUMMARY

A. Section Includes:
1. Ductwork insulation.
2. Duct liner.
3. Insulation jackets.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
1. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
2. ASTM C177 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
3. ASTM C335 - Steady-State Heat Transfer Properties of Horizontal Pipe Insulation.
4. ASTM C518 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
5. ASTM C534 - Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
6. ASTM C547 - Mineral Fiber Pipe Insulation.
7. ASTM C553 - Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
8. ASTM C921 - Properties of Jacketing Materials for Thermal Insulation.
9. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
10. ASTM E84 2007 Edition - Surface Burning Characteristics of Building Materials.
11. ASTM E96 - Water Vapor Transmission of Materials.

B. National Fire Protection Association (NFPA):
1. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.

C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

D. Underwriters Laboratories, Inc. (UL):
1. UL 723 - Tests for Surface Burning Characteristics of Building Materials.

E. California Energy Code (for materials and installation)

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Procedures for submittals.
   1. Product Data:
      a. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.4 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Company specializing in manufacturing Products specified with minimum 3 years documented experience.
   2. Installer: Company specializing in performing the Work of this Section with minimum 3 years documented experience.

B. Materials:
   1. Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255 and UL 723.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Transport, handle, store, and protect Products.

B. Deliver materials to site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

C. Store insulation in original wrapping and protect from weather and construction traffic.

D. Protect insulation against dirt, water, chemical, and mechanical damage.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

A. Jobsite Requirements
   1. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
   2. Maintain temperature during and after installation for minimum period of 24 hours.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Energy efficiency:

1. Insulation: Minimum thickness in accordance with ASHRAE 90.1. Provide additional thickness to ensure surface temperatures are below 100 degrees and to prevent condensation on cold surfaces.

PART 2 - PRODUCTS

2.1 DUCTWORK INSULATION

A. Glass Fiber, Flexible Duct Wrap
   1. Manufacturers:
      a. Owens/Corning, Toledo, OH (800) 438-7465.
      b. Other acceptable manufacturers offering equivalent products.
         1) CertainTeed.
         2) Schuller (Manville).
         3) Knauf.
         4) Or equal.
   2. Insulation: ASTM C553 flexible, noncombustible blanket.
      a. 'K' ('Ksi') value: ASTM C518, 0.30 at 75 degrees F.
      b. Maximum service temperature: 250 degrees F.
      c. Maximum moisture absorption: 0.20 percent by volume.
      d. Density: 0.75 lb./cu ft.
   3. Vapor Barrier Jacket
      a. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
      b. Moisture vapor transmission: ASTM E96; 0.02 perm.
      c. Secure with pressure sensitive tape.
   4. Vapor Barrier Tape
      a. Manufacturers:
         1) Owens/Corning.
         2) CertainTeed.
         3) Schuller (Manville).
         4) Or equal.
      b. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
   5. Tie Wire: Annealed steel, 16 gage.

B. Glass Fiber Duct Liner, Flexible
   1. Manufacturers:
      a. CertainTeed.
      b. Other acceptable manufacturers offering equivalent products.
         1) Knauf.
         2) Schuller (Manville).
         3) Owens Corning.
         4) Or equal.
   2. Insulation: ASTM C553; flexible, noncombustible blanket.

a. 'K' ('Ksi') value: ASTM C518, 0.28 at 75 degrees F.
b. Maximum service temperature: 250 degrees F.
c. Density: 1.5 lb./cu ft.
d. Maximum Velocity on Coated Air Side: 4,000 ft./min.

3. Adhesive
   a. Waterproof fire-retardant type.
4. Liner Fasteners: Galvanized steel, impact applied with integral head.

C. Glass Fiber, Rigid Board
1. Manufacturers:
   a. CertainTeed.
   b. Other acceptable manufacturers offering equivalent products.
      1) Knauf.
      2) Schuller (Manville).
      3) Owens Corning.
      4) Or equal.
2. Insulation: Glass fibers bonded with a thermosetting resin for rigidity. Comply with ASTM C 612, Type IB, without facing and with all-service jacket manufactured from kraft paper, reinforcing scrim, aluminum foil, and vinyl film.
   a. 'K' ('Ksi') value: ASTM C518, 0.28 at 75 degrees F.
   b. Maximum service temperature: 250 degrees F.
   c. Density: 1.5 lb./cu ft.
3. Vapor Barrier Jacket
   a. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
   b. Moisture vapor transmission: ASTM E96; 0.02 perm.
   c. Overlap seams with pressure sensitive tape.
4. Vapor Barrier Tape
   a. Manufacturers:
      1) Owens/Corning.
      2) CertainTeed.
      3) Schuller (Manville).
      4) Or equal.
   b. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
5. Pin to ductwork below 8 feet and seal all perforations hardcast mastic.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
1. Verify that piping has been tested before applying insulation materials.

2. Verify that ductwork has been tested before applying insulation materials.
3. Verify that surfaces are clean, foreign material removed, and dry.

B. Report in writing to Owner's Representative prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the State.

3.2 INSTALLATION - DUCTWORK INSULATION

A. Install materials in accordance with manufacturer's instructions and ASHRAE 90.1.

B. Insulated ductwork conveying air below ambient temperature:
1. Provide insulation with vapor barrier jackets.
2. Finish with tape and vapor barrier jacket.
3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

C. Insulated ductwork conveying air above ambient temperature:
1. Provide with or without standard vapor barrier jacket.
2. Insulate fittings and joints. Where service access is required, bevel and seal end of insulation.

D. For ductwork exposed in finished spaces below 10 feet above finished floor, finish with aluminum jacket.

E. For exterior applications, provide insulation with vapor barrier jacket. Cover with caulked aluminum jacket with seams located on bottom side of horizontal duct section.

F. External Duct Insulation Application:
1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
2. Secure insulation without vapor barrier with staples, tape, or wires.
3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.

5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

G. Duct and Plenum Liner Application:
1. Adhere insulation with adhesive for 100 percent coverage.
2. Secure insulation with mechanical liner fasteners. Refer to SMACNA Standards for spacing.
3. Seal and smooth joints.
4. Seal liner surface penetrations with adhesive.
5. Duct dimensions indicated are net inside dimensions required for air flow. Increase duct size to allow for insulation thickness.

H. Supply air, return air, and outside air ductwork shall be lined unless explicit approval is issued in writing by representative of Owner.

3.3 CONSTRUCTION

A. Substituted insulation materials shall provide thermal resistance within 10 percent at normal conditions, as materials indicated.

3.4 DUCTWORK INSULATION SCHEDULE

A. Flexible Glass Fiber Duct Wrap Insulation Schedule:

DUCTWORK	THICKNESS	FINISH
Supply Ducts	1-1/2 INCH	Aluminized Film
Return Ducts	1-1/2 INCH	Aluminized Film
Outdoor Air Intake Ducts	1-1/2 INCH	Aluminized Film

B. Flexible Glass Fiber Duct Liner Insulation Schedule:

DUCTWORK	THICKNESS	FINISH
Plenums (Cooling System)	1 INCH	Black Pigmented, UL
Supply Ducts	1 INCH	Black Pigmented, UL
Return Ducts	1 INCH	Black Pigmented, UL
Outdoor Air Intake Ducts	1 INCH	Black Pigmented, UL
Ducts Exposed to Outdoors	2 INCH	Black Pigmented, UL

END OF SECTION

SECTION 23 3110
HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal ductwork.
   2. Air turning devices.
   3. Volume control dampers.
   4. Duct cleaning.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 230500 - Common Work Results for HVAC
   2. Section 230593 - Testing, Adjusting and Balancing for HVAC
   3. Section 230713 - Duct Insulation
   4. Section 233713 - Diffusers Registers and Grilles

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM A 36 - Structural Steel.
   2. ASTM A 90 - Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.
   3. ASTM A 167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   4. ASTM A 480 - General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip.
   5. ASTM A 653 - Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
   6. ASTM A 568 Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled.

B. American Welding Society (AWS):
   1. AWS D9.1 - Welding of Sheet Metal.

C. National Fire Protection Association (NFPA):
   1. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.
   2. NFPA 90B - Installation of Warm Air Heating and Air Conditioning Systems.

3. NFPA 91 - Installation of Blower and Exhaust Systems for Dust, Stock and Vapor Removal or Conveying.
4. NFPA 96 - Installing of Equipment for the Removal of Smoke and Grease-Laden Vapors from Commercial Cooking Equipment.

D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. SMACNA - HVAC Air Duct Leakage Test Manual.
2. SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

E. Underwriters Laboratories, Inc. (UL):
1. UL 181 - Factory-Made Air Ducts and Connectors.

1.3 SYSTEM DESCRIPTION

A. Performance Requirements: No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.4 SUBMITTALS

A. Division 1 - Submittal Procedures: Procedures for submittals.
1. Product Data:
a. Duct materials, duct liner, duct connectors, and flexible duct.
b. Factory or shop manufactured assemblies including volume control dampers. Include electrical characteristics and connection requirements.

2. Project Record Documents: Accurately record the following:
a. Actual locations of ducts and duct fittings.
b. Record changes in fitting location and type.
c. Show additional fittings used.
d. Actual locations of access doors, test holes, and fire dampers.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with SMACNA - HVAC Duct Construction Standards - Metal and Flexible.

B. Qualifications:
1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.
2. Installer: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

C. Regulatory Requirements: Construct ductwork to NFPA 90A. NFPA 90B, and NFPA 96 standards.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 - Product Requirements: Transport, handle, store, and protect Products.

B. Protect dampers from damage to operating linkages and blades.

1.7 PROJECT CONDITIONS OR SITE CONDITIONS

A. Jobsite Requirements:
   1. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
   2. Maintain temperatures during and after installation of duct sealants.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Environmental Impact:
   1. Indoor Air Quality: Install insulation so that unfaced fiberglass and mineral fiber insulation are not in the interior of the ductwork.

PART 2 - PRODUCTS

2.1 DUCTS

A. Galvanized Steel Ducts: ASTM A653 having zinc coating in conformance with ASTM A90.

B. Steel Ducts: ASTM A569 and A568.

C. Stainless Steel Ducts: ASTM A 167, Type 304.

D. Fasteners: Rivets, bolts, or sheet metal screws.

E. Sealant:
   1. Manufacturers:
      a. Duro Dyne Corporation, Farmingdale, NY (800) 899-3876.
      b. H.B. Fuller Co, St. Paul, MN (888) 423-8553.
      c. Hardcast, Inc, Wylie, TX (800) 527-7092.
      d. Or equal.
   2. Non-hardening, water resistant, fire resistive, compatible with mating materials; liquid used alone or with tape, or heavy mastic.

F. Hanger Rod: ASTM A36; steel threaded both ends, threaded one end, or continuously threaded.

2.2 AIR TURNING DEVICES/EXTRACTORS

A. Manufacturers:
   1. Semco, Inc, Columbia, MO (888) 473-6264.
   2. Metal-Fab, Inc, Wichita, KS (800) 835-2830.
   3. United McGill Corp, Groveport, OH (614) 836-9981.
   4. Or equal.

B. Multi-blade device with blades aligned in short dimension; steel or aluminum construction; with individually adjustable blades, mounting straps.

2.3 FLEXIBLE DUCT CONNECTIONS

A. Manufacturers:
   1. Ductmate Industries, Inc, East Monongahela, PA (800) 245-3188.
   2. Ruskin Manufacturing, Kansas City, MO (816) 761-7476.
   3. Semco Inc, Columbia, MO (888) 473-6264.
   4. Or equal.

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

C. Connector: Fabric crimped into metal edging strip.
   1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30oz per sq. yd.
   2. Net Fabric Width: Approximately 3 inches wide.
   3. Metal: 3 inches wide, 24 gage thick galvanized steel.

2.4 VOLUME CONTROL DAMPERS.

A. Manufacturers:
1. Louvers and Dampers, Inc, Florence, KY (606) 647-2299.
2. Prefco Products, Inc, Buckingham, PA (800) 437-6653.
3. Ruskin Manufacturing, Kansas City, MO (816) 761-7476.
4. Or equal.

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

C. Splitter Dampers:
1. Material: Same gage as duct up to 24 inches size in either direction and two gages heavier for sizes over 24 inches.
2. Blade: Fabricate of double thickness sheet metal to streamline shape, secured with continuous hinge or rod.
3. Operator: Minimum 1/4-inch diameter rod in self-aligning, universal joint action, flanged bushing with set screw.

D. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.

E. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.

F. End Bearings: Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.

G. Quadrants:
1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
2. Insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.
3. Where rod lengths exceed 30 inches provide regulator at both ends.

2.5 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

B. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows are used, provide turning vanes.

C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.
   1. Verify that electric power is available and of the correct characteristics.

B. Report in writing to State Representative prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the State.

3.2 INSTALLATION - DUCTWORK

A. Install in accordance with manufacturer's instructions.

B. Install and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

C. Duct Sizes are inside clear dimensions. For lined ducts, maintain sizes inside lining.

D. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.

E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

F. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.

G. Use double nuts and lock washers on threaded rod supports.

H. Connect diffusers or light troffer boots to low pressure ducts directly.

I. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.

J. Install so that unfaced fiberglass and mineral fiber insulation are not in the interior of the ductwork.

K. Provide transitional hardware at every tap and take-off.

L. Provide flex duct connection at HP-1 with weather covers (eyebrows). Provide flex duct connections at AC-1 supply air, return air risers.

3.3 INSTALLATION - DUCTWORK ACCESSORIES

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible.

B. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

C. Use splitter dampers only where indicated.

D. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

3.4 PROTECTION OF INSTALLATION

A. Protect installation in place prior to acceptance.

B. Clean duct work at necessary prior to acceptance.

3.5 CLEANING

A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment which may be harmed by excessive dirt with temporary filters, or bypass during cleaning.

END OF SECTION

SECTION 23 3200
AIR DUCT CLEANING

PART 1 - GENERAL

1.1 QUALIFICATION OF THE HVAC SYSTEM CLEANING CONTRACTOR

A. Membership: The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems.

B. Certification: The HVAC system cleaning contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.

C. Supervisor Qualifications: A person certified as an ASCS by NADCA or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.

D. Experience: The HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the Owner.

E. Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials, and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer’s product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification. For work performed in countries outside of the U.S.A, contractors should comply with applicable national safety codes and standards.

2. The contractor shall always maintain a copy of all current MSDS documentation and safety certifications at the site, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification.

3. Contractor shall submit to the Owner all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

F. Licensing: The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state, and local rules, regulations, and licensing requirements.

1.2 STANDARDS

A. NADCA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA).

1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.
2. NADCA Standards must be followed with no modifications or deviations being allowed.

B. Applicable Standards and Publications: The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:
1. National Air Duct Cleaners Association (NADCA): Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005), 2004.
2. National Air Duct Cleaners Association (NADCA): Understanding Microbial Contamination in HVAC Systems, 1996.
3. National Air Duct Cleaners Association (NADCA): Introduction to HVAC System Cleaning Services, 2004.
4. National Air Duct Cleaners Association (NADCA): Standard 05 Requirements for the Installation of Service Openings in HVAC Systems, 2004.
5. Underwriters Laboratories (UL): UL Standard 181.
6. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, Ventilation for Acceptable Indoor Air Quality.
7. Environmental Protection Agency (EPA): Building Air Quality,@ December 1991.
8. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): HVAC Duct Construction Standards - Metal and Flexible, 1985.
9. North American Insulation Manufacturers Association (NAIMA): Cleaning Fibrous Glass Insulated Air Duct Systems, 1993.

PART 2 - HVAC SYSTEM CLEANING SPECIFICATIONS AND REQUIREMENTS

2.1 SCOPE OF WORK

A. Scope: This section defines the minimum requirements necessary to render existing HVAC components clean for re-use, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

B. The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

C. The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning, and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

2.2 HVAC SYSTEM COMPONENT INSPECTIONS AND SITE PREPARATIONS

A. HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected. The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification, or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented.
   1. Damaged system components found during the inspection shall be documented and brought to the attention of the Owner.

B. Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phrases of the project.

C. Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning, at minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

2.3 GENERAL HVAC SYSTEM CLEANING REQUIREMENTS

A. Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

B. Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

C. Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process.

D. Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

E. Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

F. Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.
   1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
   2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.

3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
5. Openings must not compromise the structural integrity of the system.
6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.
7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
8. Rigid fiber glass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.
9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the Owner in project report documents.

G. Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

H. Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.

I. Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers, and drive assembles. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:
   1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
   2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
   3. Clean all coils and related components, including evaporator fins.

J. Duct Systems. Contractor shall:
   1. Create service openings in the system as necessary to accommodate cleaning of otherwise inaccessible areas.
   2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems can pass Cleaning Verification Tests (see NADCA Standards).

2.4 HEALTH AND SAFETY

A. Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. All applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

B. Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

C. Disposal of Debris: All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state, and local requirements.

2.5 MECHANICAL CLEANING METHODOLOGY

A. Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visible Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified test, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.
   1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
   2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.
   3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes, or regulations.

4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

B. Methods of Cleaning Fibrous Glass Insulated Components
1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.
2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests (see NADCA Standards).

C. Damaged Fibrous Glass Material
1. Evidence of damage: If there is any evidence of damage, deterioration, delaminating, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.
2. Replacement: When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.
3. Replacement material: In the event fiber glass materials must be replaced, all materials shall conform to applicable industry codes and standards, including those of UL and SMACNA. Replacement of damaged insulation is not covered by this specification.

D. Cleaning of coils
1. Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (see applicable NADCA Standards). Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drains pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

E. Antimicrobial Agents and Coatings
1. Antimicrobial agents shall only be applied if active fungal growth is suspected, or where unacceptable levels of fungal contamination have been verified through testing.

2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than fogged downstream onto surfaces.

PART 3 - EXECUTION

3.1 CLEANLINESS VERIFICATION

A. General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

B. Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.
   1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the Owner reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
   2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.
   3. NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature.

C. Verification of Coil Cleaning
   1. Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

3.2 PRE-EXISTING SYSTEM DAMAGE

A. Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

3.3 POST INSTALLATION / PRE-ACCEPTANCE REQUIREMENTS

A. Measure as identified herein shall be provided for portions of installation showing deterioration for time and damage therein after installation.

3.4 POST-PROJECT REPORT

B. At the conclusion of the project, the Contractor shall provide a report to the Owner indicating the following:
   1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.
   2. Areas of the system found to be damaged and/or in need of repair.

END OF SECTION

SECTION 23 3713
DIFFUSERS, REGISTERS AND GRILLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Diffusers.
   2. Registers / Grilles.
   3. Door Louver.

B. Related Sections:
   1. Section 09 9123 – Interior Painting: Painting of ductwork visible behind outlets and inlets.

1.2 REFERENCES

A. Air Diffusion Council (ADC):
   1. ADC 1062 - Certification, Rating and Test Manual.

B. Air Movement and Control Association (AMCA):
   1. AMCA 500 - Test Method for Louvers, Dampers and Shutters.

C. Air Conditioning and Refrigeration Institute (ARI):
   1. ARI 650 - Air Outlets and Inlets.

D. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):
   1. ASHRAE 70 - Method of Testing for Rating the Air Flow Performance of Outlets and Inlets.

E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

F. National Fire Protection Association (NFPA):
   1. NFPA 70 - National Electrical Code.
   2. NFPA 90A - Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

A. Procedures for submittals.
   1. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

1.4 QUALITY ASSURANCE

A. Test and rate air outlet and inlet performance in accordance with ADC Equipment Test Code 1062 and ASHRAE 70.

B. Test and rate louver performance in accordance with AMCA 500.

C. Qualifications
   1. Manufacturer: Company specializing in manufacturing the Products specified in this section with a minimum of three years documented experience.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
   1. Titus.
   2. Ruskin.
   3. Tuttle & Bailey.
   4. Or equal.

2.2 CEILING DIFFUSERS (TITUS MCD)

A. Type: Square, fabricated assemblies, modular core diffuser to discharge air in adjustable patterns.

B. Frame: Surface mount, Snap-in, Inverted T-bar, or Spline type as scheduled on plans.

C. Fabrication: Steel or Aluminum with baked enamel, “off-white” finish.

D. Accessories: Opposed blade damper adjustable for removal of Core. Only if specifically shown on drawings.

E. Insulation: Back plate covered with glass fiber insulation with an aluminum foil vapor barrier to prevent harmful effects of condensation.

2.3 SUPPLY REGISTERS/GRILLES (TITUS 300RL)

A. Type: Streamlined blades, 3/4-inch minimum depth, 3/4-inch maximum spacing, with adjustable double deflection blades, with long blades front.

B. Frame: 1-1/4-inch margin with concealed mounting.

C. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel, and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory baked enamel, “off-white” finish.

D. Damper: Integral, gang-operated, parallel blade type with protruding tab operator, operable from face.

E. Insulation: Back plate covered with glass fiber insulation with an aluminum foil vapor barrier to prevent harmful effects of condensation.

2.4 CEILING EXHAUST REGISTERS/GRILLES (TITUS 350RS)

A. Type: Streamlined blades, 3/4-inch minimum depth, 3/4-inch maximum spacing, with blades set at 45 degrees, short side front.

B. Frame: 1-1/4-inch margin with concealed mounting.

C. Fabrication: Steel with 20 gage minimum frames and 22 gage minimum blades, steel, and aluminum with 20 gage minimum frame, or aluminum extrusions, with factory baked enamel, “off-white” finish.

D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face where not individually connected to exhaust fans.

E. Insulation: Back plate covered with glass fiber insulation with an aluminum foil vapor barrier to prevent harmful effects of condensation.

2.5 DOOR LOUVRE (RUSKIN ELF365DX)

A. Type: Stationary louver.

B. Frame: 4” deep, flange – mounted, as scheduled on plans.

C. Fabrication: Steel with baked enamel, finish per General Contractor.

D. Accessories: ¼" mesh screen.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Coordinate location of outlets and inlets with Architectural reflected ceiling plan and make necessary adjustments in position to conform with architectural features, symmetry, and electrical lighting arrangement.

C. Install diffusers to ductwork with airtight connection.

D. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 9123.

END OF SECTION

SECTION 23 5732
HVAC EQUIPMENT

1.1 SUMMARY

A. Section Includes:
   1. Packaged Rooftop Air Conditioning Units (AC-1)
   2. Rooftop Exhaust Fan (EF-3).
   3. Cabinet Exhaust Fan (EF-1, 2, 4, 5, 6).

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 23 3110 – HVAC Ducts and Casings
   2. Section 23 5900 – HVAC Instrumentation and Controls
   3. Division 26 - Electrical

1.2 REFERENCES

A. ARI 210 - Unitary Air Conditioning Equipment

B. NFPA 70 - National Electrical Code

C. NFPA 90A - Installation of Air Conditioning and Ventilation Systems.

D. UL 465 - Central Cooling Air Conditioners

1.3 DEFINITIONS

A. Packaged Rooftop AC Unit (AC-1): Single-packaged, self-contained, factory-assembled, pre-wired unit consisting of cabinet and frame, evaporator fan, evaporator-coil, condenser coil, condenser fan, compressor, controls and filters in draw-through air flow configuration.
B. Roof Ventilator Exhaust Fan (EF-3): Spun aluminum shroud, curb-mounted unit, consisting of motor and fan on mounts, wiring and terminations, and for rooftop installation.
C. Ceiling Cabinet Exhaust Fan (EF-1,2,4,5,6): Ceiling-mounted cabinet, consisting of motor and fan on mounts, wiring and terminations, in-line installation.

1.4 SUBMITTALS

A. Section 01 6000 – Product Requirements, Product Data, and Samples: Procedures for submittals.
   1. Product Data: Provide product data for manufactured Units. Indicate performance capacities, energy-efficiency ratings, and electrical characteristics.
   2. Shop Drawings: Provide shop drawings for manufactured Units. Indicate pipe connections, ductwork connections, filter and media size and quantity, condensate drain connection, thermostatic valves, temperature controls connections and electrical rough-in connections with electrical characteristics and connection requirements.
   3. Assurance/Control Submittals:
      a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
      b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.

B. Section 01 7700 – Closeout Procedures and Training: Procedures for closeout submittals.
   1. Project Record Documents: Accurately record the following:
      a. Plan view of installed location of Units
      b. Elevation or section view of installed Units.
   2. Warranty: Submit written minimum five (5) years warranty to include coverage for refrigeration compressors condenser and evaporator with forms completed in Owner name and registered with manufacturer as specified in this Section.
   3. Extra Products: Submit extra products as specified in this Section.
   4. Operating instruction: Document training by furnishing a sign-in sheet with a description of the training provided instructors name and organization, and those who received training. Refer to 01780 1.3, 1.4, and 1.5 for more specific training

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Company specializing in manufacturing Products specified with minimum five (5) years documented experience.
   2. Installer: Company specializing in performing the Work of this Section with minimum five (5) years documented experience.

B. Regulatory Requirements:
   1. Products Requiring Electrical Connection: Listed and classified by Underwriters' Laboratories, Inc., as suitable for the purpose specified and indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 6000 – Product Requirements: Transport, handle, store, and protect Products.

PART 2 - PRODUCTS

A. Subject to compliance with project requirements, manufacturers offering Products which may be incorporated in the Work include the following:
   1. Packaged Rooftop Air Conditioning Unit (AC-1).
      a. Carrier.
      b. Approved equal.
   2. Rooftop Exhaust Fan (EF-3).
      a. Loren Cook.
      b. Approved equal.
   3. Rooftop Exhaust Fan (EF-1,2,4,5,6).
      a. Loren Cook.
      b. Approved equal.

B. Section 01 6000 – Product Requirements: Product options and substitutions. Substitutions: Permitted providing equal quality and performance, and as agreed to by Engineer.

2.2 MATERIALS

A. Grade of equipment as manufactured by respective manufacturers, for products as identified herein and on drawings, and for performances, capacities, and efficiencies as scheduled, and with accessories, options, ancillaries, and trim as noted.
B. Provide additional hardware as required for complete operating system as identified on plan.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that roof is ready to receive work and opening dimensions are as indicated on shop drawings.

B. Verify that proper power supply is available.

C. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

D. Report in writing to Owner prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected. By beginning Work, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION

A. Mount equipment and hardware with exterior components to provide water-tight installations.

B. Install equipment level and square and plumb and in accordance with manufacturer’s instructions.

C. Provide ancillaries and trim as required for complete system operation, to include refrigerant piping, control wiring and cable, et al.

3.3 FIELD QUALITY CONTROL

A. Section 01 4000 - Quality Requirements: Field testing and inspection.
B. Operating Instruction
   1. Provide on-site instruction to review the operation of the system and detail any common troubleshooting or maintenance that is required to ensure normal operation.
   2. Provide one complete set of equipment operating, installation, and programming manuals that will remain at the installed location.

END OF SECTION

SECTION 23 5900
HVAC INSTRUMENTATION AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. AC-1, HP-1 system thermostat.
   2. EF-1, 2, 3, 4, 5, 6 control circuiting.

B. Related Documents: The Contract Documents, as defined in Section 011000 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.

C. Related Sections:
   1. Section 23 5732 – HVAC Equipment.
   2. Division 1 - Commissioning Requirements.

1.2 SUBMITTALS

A. Section 016000 – Product Requirements, Product Data, and Samples: Procedures for submittals.
   1. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module
   2. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system. Submittals shall be furnished as a complete package prior to installation.
   3. Assurance/Control Submittals:
      a. Certificates: Manufacturer's certificate that Products meet or exceed specified requirements.
      b. Qualification Documentation: Submit documentation of experience indicating compliance with specified qualification requirements.
   4. Operating Instruction: Document training by furnishing a sign-in sheet with a description of the training provided; instructors name and organization, and those who received training. Refer to 0780 1.3, 1.4, and 1.5 for more specific training requirements.

B. Section 01 7700 – Closeout Procedures and Training: Procedures for close-out submittals.
   1. Project Record Documents: Accurately record the following:

a. Actual locations of control components, including panels, thermostats, and sensors. Accurately record actual location of control components, including panels, thermostats, and sensors.

2. Submit written special warranty with forms completed in Owner name and registered with manufacturer as specified in this Section.

1.3 QUALITY ASSURANCE

A. Qualifications:
1. Manufacturer: Company specializing in manufacturing Products specified with minimum 5 years documented experience.
2. Installer: Company specializing in performing the Work of this Section with minimum 5 years documented experience.

B. Regulatory Requirements:
1. Conform to requirements of NFPA 70 (National Electrical Code).
2. Products: Listed and classified by Underwriters Laboratories, Incorporated and suitable for the purpose specified and indicated.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Section 016000 – Product Requirements: Transport, handle, store, and protect Products.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Subject to compliance with project requirements, manufacturer's offering Products which may be incorporated in the Work include the following:
1. Carrier (for AC-1, HP-1).
2. Loren Cook (for EF-1, 2, 3, 4, 5, 6).
3. Approved Equal.

B. Section 01 6000 – Product Requirements: Product options and substitutions. Substitutions: Permitted providing equal quality and performance, and as agreed to by Engineer.

C. Submit proposed hardware and material, and sequence of operations to owner for approval as part of bid submittal.

2.2 SYSTEM REQUIREMENTS

A. System shall provide equipment and hardware as indicated on the plans, and as necessary to execute functions as indicated in the sequence of operations as indicated on the drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Verify that field measurements, surfaces, substrates, and conditions are as required, and ready to receive Work.

B. Report in writing to Owner prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.

C. At contract award, Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 INSTALLATION

A. Provide new control wiring as required for proper operation. Coordinate requirements for line voltage services, as necessary.

B. Provide all necessary transformers, relays, contactors, and other options as required for proper operation.

C. Coordinate line voltage (115V) service (conduit and wire) as necessary.

D. Provide low-voltage. All exposed wire and cable shall be installed in manufactured raceways.

E. Microprocessor thermostats shall be wall-mounted with finish work, mounting beauty rings, et al as necessary for finished presentation

3.3 SYSTEM PERFORMANCE

A. Supplier shall demonstrate system operability on a item-by-item and component-by-component basis to the owner's representative prior to acceptance by the owner.

B. The temperature control system is to maintain space temperature settings, within plus or minus 1-degree F. of space thermostat settings, inside air.

C. Where outside air capability is provided, set minimum position to be at 5 percent when fan is ON.

D. Operation Instruction
   1. Provide 1 hour of instruction to facility manager for operation of microprocessor-based thermostats.

END OF SECTION

SECTION 26 0000
ELECTRICAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work covered by this section consists of furnishing and installing all l, materials, equipment, fixtures and performing all labor and operations for complete and operable systems.

B. Provide all new materials, unless noted otherwise, of the best quality, and in perfect condition, and materials of the same make and quality throughout the work and as hereinafter specified. Comply with the requirements of ASTM, NEMA, U.L., and NBFM for materials and equipment.

C. The intent of these specifications is to establish a standard of quality of materials installed. Include materials as specified without exception in the Base Bid. Submit for approval any proposed substitution, complete descriptive, technical, and cost comparison data, and test reports. Do not furnish or install any substitute items without written approval at the time of contract signing. Reimburse the Owner for any additional engineering charges and for any changes in the work of other trades resulting from substitutions. List proposed substitutions on the Bid Form, stating the reasons for substitution. When requested by the Architect or Electrical Engineer, samples, electrically wired at 120V. with plug, or system demonstrations of both specified and proposed items will be submitted for inspection at the Electrical Engineer’s office and at a time convenient to all concerned parties.

D. Where a substitution alters the design or space requirements indicated on the plans, Contractor is responsible for all additional cost for Engineering to revise plans.

E. Verifying Drawings and Job Conditions:

1. Examine all drawings and specifications in a manner to be fully familiar of all work required.

2. Visit the site and verify existing conditions. Where existing conditions differ from drawings, make adjustments and allowances for all necessary equipment to complete all parts of the drawings and specifications.

F. Shop Drawings:

1. Submit drawings in one set accompanied by letter of transmittal listing the number and dates of the drawings submitted.

2. Mark the drawings submitted with the name of the project, numbered consecutively, and bearing approval as evidence that the drawings have been checked. Any drawings submitted without this approval will be returned for resubmission.

3. Submit Shop drawings on, but not limited to, the following:
   a. Panels
   b. Lighting Fixtures
   c. Product List
   d. Time switches

G. Drawings of Record:

Provide and keep up-to-date, a complete record set of blue line prints. Show every change from the original drawings. Keep this set of prints on the job site and use only as a record set. Do not make changes in the layout without definite instruction in each case. Obtain a set of Contract Drawings from Architect and incorporate all changes as noted on the record set of prints. Deliver this set to the Architect upon completion and acceptance of work.

H. Accuracy of Plans and Specifications:

Plans and/or specifications showing deviation from standard practice methods or from compliance with codes, and/or any omissions, does not relieve the responsibility of furnishing, making or installing all items required by code and/or intended for the function of the system.

I. Permits, Fees, and Insurance:

Obtain and pay for all insurance, permits, etc. necessary for this Contract.

J. Codes and Regulations:

All work performed under this Section of the Specifications complies with the rules and regulations of the Division of Industrial Safety, State of California, as set forth in the latest edition of the Electrical Safety Orders, the National Electrical Code, NFPA, and all rules and regulations of local codes having jurisdiction, including the presently adopted edition Title 21 and 24 California Administrative Code.

K. Testing and Adjustment:

Test all circuits, outlets, switches, lights, motors, circuit breakers and any other electrical equipment, upon completion of all electrical work.

L. Guarantees of Materials and Workmanship:

Furnish and install all materials under this Contract, new and free from all defects, and guaranteed for a period of two years from the date of acceptance of the work. Should any trouble develop during this period due to defective material or faulty workmanship, furnish all necessary labor and materials to correct the trouble without additional cost to the Contract. Correct any defective material or inferior workmanship noticed at the time of installation immediately, to the satisfaction of the Architect.

M. Removal of Rubbish:

Remove rubbish, excess materials, tools, or equipment related to this portion of the work, frequently during construction and upon completion of the work.

N. Drawings and Specifications:

1. The electrical drawings are considered as part of these specifications, and any work or materials shown on the drawings and not mentioned in the specifications, or vice versa, shall be as if specifically mentioned in both.

2. The data herein specified and shown on the drawings is as exact as could be prepared, but their extreme accuracy is not guaranteed. The drawings and specifications are for assistance and guidance. The installation is as shown and specified. The exact location of the equipment, material, apparatus, and devices as well as the distances and levels, are more or less governed by the physical conditions and arrangements of the building. Accept this Contract with this understanding.

3. Make minor changes, when ordered by the Architect, accommodating the installation of the work with other sections of the Contract without additional cost to the Contract.

O. Safety Conditions:

It is the Contractor's responsibility to prevent any damages to personnel and/or property resulting from contact with new or existing energized circuits, switches, circuit breakers, or other electrical apparatus. All electrical work to be constructed with electrical systems de-energized in the area of work.

P. Final Inspection and Acceptance:

After all requirements of the specifications and drawings have been fully completed, a representative of the Owner will inspect the work. Provide competent personnel to demonstrate the operation of any item or system involved to the complete satisfaction of each representative.

PART 2 - PRODUCTS

2.1 PANELBOARDS:

A. Provide the automatic circuit breaker type, quick-make and quick-break panelboards. Provide wiring gutter sides, top and bottom.

B. Provide panelboards from the same manufacturers as the main switchboard; type, mounting, and size as noted on the drawings with silver-plated copper bussing.

C. Where space is called for on the panelboard schedules, provide space and mounting for future circuit breaker installation as indicated.

D. Use trims having doors equipped with flush type combination lock and catch, two milled type keys supplied with each panel, all locks are keyed alike. Provide a clear covered directory frame with a typed identification card, indicating type of circuit and location, in accordance with final circuitry and panel designation on each door. Completely fill in all panel directories, using actual connections, Owner's designations, or other factual information. Key all doors to Yale LL803, or as directed by Owner.

E. Where called for on the drawings, provide a separate compartment within the panelboards for contactors and/or time switches.

2.2 CIRCUIT BREAKERS:

Provide circuit breakers with inverse time characteristic thermal and magnetic tripping elements, with an interrupting capacity of not less than 10,000 amperes or as specified per the Panel Schedule (the greater amount shall prevail), UL labeled, NEMA rated, molded case type. Use common trip single handle multi-pole breakers. Handle extensions are not permitted. All circuit breakers will have covers sealed on non-interchangeable trip breakers and trip unit covers sealed in interchangeable trip breakers to prevent tampering. Be sure the circuit breaker current rating markings clearly visible after breaker is installed. One manufacturer for all circuit breakers for a given panel. Provide bolt-on circuit breakers unless specifically noted on electrical drawings.

2.3 POWER DISCONNECT SWITCHES:

A. Provide power disconnect switches having product construction requirements as specified and/or indicated. Where not otherwise indicated, the following requirements apply:

1. Enclosure: NEMA 1, surface type in dry locations. Use NEMA 3R for exterior locations.

2. Ratings: Voltage, ampacity, horsepower, and inductive ratings complying with power source voltage and characteristics of load controlled.

3. Mechanism: Heavy-duty, quick-make, quick-break, with voidable interlock to prevent opening enclosure in "ON" position. External lockable handle operation with provision for not less than two padlocks.

4. Poles and Fusing: Comply with load requirements. Provide unfused switches except where fusing is indicated or required to comply with Code Requirements. Where fuses are installed, use dual-element time delay fuses.

B. Provide power disconnect switches of the following manufacturers with characteristics complying with load and power source indicated:

1. Westinghouse: Type HF or HU.

2. General Electric: Type TH.

3. Square D: Type HD or HU.

C. Provide the number of poles necessary to include a pole for each ungrounded conductor. Equip switch with neutral terminal point where neutral is present. Do not switch neutral unless indicated.

2.4 RELAYS:

Install control relays for automatic controls or for interlocking as indicated in the drawings. Provide relays with the number and type of poles and with operating coils as indicated. Equip relays with contacts rated not less than 15 amperes for continuous inductive load, unless otherwise shown or specified. Rate operating coils for continuous duty at the operating voltage shown on the drawings.

2.5 FUSES:

A. Provide (in a location designated by the Owner) a spare fuse cabinet with the following:

1. Nameplate "spare fuses".

2. Necessary fuse holders.

3. Spare set of each size and type of fuses.

B. Provide dual element fuses for all 600 volt or lower voltage requirements unless otherwise indicated or specified. Where fuses are not made for this application, furnish Buss "Limitron" or approved equal fuses.

C. Provide Bussman Fuses as indicated on plans.

D. Replace fuses "blown" or damaged during construction with new fuses of proper rating and type for the particular use, replace spare sets.

2.6 LIGHTING FIXTURES:

Furnish, install, and connect lighting fixtures of type designed on the plans.

A. Verify all fixture locations with Architectural drawings prior to rough in.

B. Where there is conflict in fixture quantities on any of the plans the greatest amount will prevail. The description of the lighting fixture supersedes the catalog number and is to be furnished and installed with type to fit description.

2.7 CONDUIT AND FITTINGS:

A. Rigid Conduit (RGS): Hot dipped galvanized or sherardized steel. Republic Steel Co. or approved equal. Intermediate metal conduit may be used, where CEC allows, in lieu of RGS.

B. Electrical metallic tubing (EMT): Welded, electro-galvanized thin wall steel tubing. All couplings are gland compression type.

C. Non-metallic conduit (PVC): Polyvinyl chloride Schedule 40 or 80. Install a copper ground wire, sized per National Electrical Code, in all non-metallic conduit power raceways. Use PVC in underground installations only.

D. Liquid-tight Flexible Metal Electrical Conduit: Hot-dipped galvanized steel with exterior, molded polyvinyl jacket. Use for all final connections to all vibrating equipment, transformers, and the like. 18" maximum. Provide a code sized ground wire.

E. Flexible metallic steel tubing: Liquid tight without a nonmetallic jacket. Use as allowed by code and were permitted by this Specification, section 3.06.C. Provide a code sized ground conductor.

F. Condulet Type Fittings: As manufactured by Crouse Hinds Company, Appleton Electric Company or Pyle National or approved equal, smooth inside and out, taper threaded with integral bushings.

2.8 CONDUCTORS:

A. Provide copper conductors, 600-volt A.C. unless noted otherwise. Aluminum conductors are not permitted.

B. Use THWN conductors for underground and damp locations, THHN for dry areas.

C. Deliver conductors to the site in unbroken packages, marked with the manufacturer's name, date of manufacture, voltage, and classification letters. Use only wire recently manufactured (10 months or less).

D. Provide signal service and low voltage control conductors as specified or noted on the drawings.

E. No conductor supplying 120 volts or more will be smaller than No. 12 AWG unless otherwise noted on the drawings.

F. Fixture wire to comply with latest requirements of the National Board of Fire Underwriters. The carrying capacity of the wire as per the latest requirements of the National Electrical Code. No fixture wire may be smaller than #18 gauge. Protect wiring with tape or tubing at all points where abrasion is likely to occur.

G. Install all conductors of each electrical system in an approved raceway. Factory assemblies, non-metallic/pliable/corrugated raceways, type UF cable or multi-conductor assemblies are not approved.

H. Use solid conductor, size #10 AWG and smaller, stranded for #8 AWG and larger.

2.9 JUNCTION AND PULL BOXES:

Above grade level, provide galvanized junction and pull boxes with removable covers, secured with machine screws. The sizes of all boxes determined by the number and size of conductors entering the box, and by the sizes of conduit terminating in the box. All boxes conform to the applicable Electrical Safety Orders, State of California. Pullboxes flush with grade shall be concrete, with bolt down concrete or steel covers, per plans, with engraved or beadweld identification.

2.10 OUTLET BOXES:

A. Provide galvanized outlet boxes and covers, one piece pressed steel, knockout fixture outlets equipped with 3/8" fixture studs and plaster rings.

B. Where standard boxes are not suitable, provide boxes of special design to fit space.

C. Cast aluminum or cast iron for outlet boxes exposed to weather, in damp locations, or surface mounted with threaded hubs for conduit connections; cover made watertight with gasket and non-ferrous screws.

D. Provide outlet boxes in plaster covered walls with raised covers or plaster rings to finish flush with plaster.

2.11 SWITCHES:

A. Local single pole switches: Flush tumbler type A.C. rated quiet type, heavy duty, back or side wired with binding screws, 20A, 120/277V rated switches, Bryant #4901, Hubbell or Leviton #1221, Sierra #5021, or Arrow Hart #1991. Two pole, three-way and lock type of the same manufacturer, white.

B. Horsepower rated and approved for motor control service on switches controlling or disconnecting single-phase motor loads in excess of 1/3 h.p. Switches complete with overload devices of proper motor nameplate rating.

C. Local single pole dimmer switches: Flush tumbler type with slide adjustment. 0-10 volt, back or side wired with binding screws, 20A, 120/277V rated

2.12 RECEPTACLES:

A. Convenience outlets consist of a duplex convenience receptacle mounted in an outlet box in the wall, flush with the finish surface and complete with plate.

B. Receptacles for convenience outlets: Standard duplex, 3-wire grounding type 15 ampere, 125 volt, Hubbell, Bryant, Leviton, or Arrow Hart #5262 white, unless otherwise indicated.

C. Weatherproof G.F.C.I. receptacles: 15 ampere, 2P 3-wire grounding type, 125 volt with gray fiberglass lift cover plate, Hubbell #GF5262, unless otherwise shown on plans.

2.13 PLATES:

Provide stainless steel plates for all switches, convenience outlets, telephone outlets and all other similar outlets, unless otherwise specified or noted.

2.14 NAMEPLATES:

Shall be micarta or lamacoid plate, 1/8" thick and have approved size, with beveled edges and engraved white letters on black background. Provide nameplates for all items of electrical equipment as well as circuits in the service distribution and power distribution panelboards; lighting distribution panelboards; separately mounted motor starting switches; disconnect switches; motor control pushbutton stations and other similar devices. Each nameplate as approved by the Architect. Use two machine screws for attachment. Cement/adhesive is not approved.

PART 3 - EXECUTION

3.1 If construction of building reveals that any part of the Electrical Work would not be readily accessible if installed according to drawings, notify the Architect before proceeding with such installation.

3.2 All concrete work such as pull boxes, raised pads, conduit envelopes and other areas where affecting Electrical Work are the responsibility of the Electrical Contractor.

3.3 Coordinate layout and installation of electrical work with the overall construction schedule and work schedules of various trades to prevent delay in completion of the project.

A. Verify dimensions and information regarding accurate location of equipment, structural limitations, and finish with other affected sections.

B. Job Conditions:

The drawings do not always show offsets, bends, special fittings, or junctions or pull boxes necessary to meet job conditions. Provide the items as required at no cost to the Owner.

C. Weatherproof Equipment:

Use weather resistant electrical devices or equipment located in damp, semi-exposed areas. Comply with NEMA Type 3R requirements for enclosures.

D. Where devices are shown diagrammatically in the same location, neatly group them together in a reasonable manner. Provide one-piece plate where such is manufactured.

3.4 Equipment requiring electrical under other sections is part of the Contract. Work includes all necessary connections.

3.5 EXCAVATION AND BACKFILLING:

Excavate and backfill in accordance with section in these documents covering that work.

3.6 CONDUIT:

A. Install all conduit concealed, except where specifically indicated as exposed. Use rigid galvanized steel or I.M.C. for all exposed conduit. Paint with two coats to match adjacent surroundings, if viewed by the public.

B. Use galvanized rigid steel on all conduit installed in concrete and masonry walls, 3/4 inch trade size minimum, unless otherwise specified and/or noted on the plans. Verify conduit runs in concrete slab, prior to placement. Otherwise, do not run conduits in slabs.

C. All conduit installed in the dry walls or dry ceilings of the building structures, shall be steel tube (EMT), except that in certain locations and for certain runs where it is impractical to install EMT, and where permission to do so has been given by the Architect, galvanized flexible steel conduit may be used, with a code sized ground conductor.

D. Run conduit so as not to interfere with or contact other piping, fixtures, or equipment. Maintain 6" separation from water piping.

E. Cut the ends of all conduit square and carefully ream out to full size, and shoulder in fitting.

F. No running threads will be permitted in locations exposed to the weather, in concrete or underground. Use special watertight union fittings in these locations.

G. Use PVC Schedule 40 or 80 for all underground conduits. Install all underground conduit at a depth of not less than 24 inches below the final finish grade, unless under concrete slabs or otherwise noted and/or specified. provide metallic high voltage tape buried 12” above conduit, except under floor slab or under concrete walk, in which case, install 6" below bottom of slab. Use IMC for all horizontal and vertical sweeps or risers with factory applied PVC coating. Verify with serving utilities for service conduits, bends, depth below grade, backfill, etc. for specific types. Schedule 80 PVC sweeps are permitted for conduits 4" diameter and greater.

H. Cut and patch all pavements, curbs, sidewalks, and gutters, whenever necessary for laying conduit, or whenever damaged by the operations of this trade. Replace materials with quality and finish equal to that removed or damaged.

I. Where conduit extends through roof to equipment on roof areas, provide weatherproofing as specified in the appropriate section of these Specifications.

J. Support all conduit in intervals not less than 10'-0" and within 36 inches from any outlet and at each side of bends and elbows. Use galvanized, concealed conduit supports, heavy stamped, one hole malleable conduit clamps secured with nails. On exposed conduit supports, use two hole clamps with screws, or galvanized steel framed channels secured by screws may be used for conduit supports. Perforated iron for supporting conduit is not permitted.

K. Use rigid galvanized steel or I.M.C., threaded, for exposed conduit runs. Install parallel or perpendicular to walls, structural members or intersection

of vertical plane and ceilings. Avoid field made bends and offsets where possible. Do not install crushed or deformed raceways.

L. Provide metal sleeves and install where conduit passes through masonry or concrete walls. Use No. 20 gauge galvanized steel sleeves, no more than 1/2 inch greater in diameter than the outside diameter of the conduit. Caulk conduit into sleeves with stone wool, Duseal or Oakum and weatherproof below grade. Where conduit passes through fire resistive walls, partitions, and floors, pack void spaces between conduits with U.S.G. Thermafiber or equal, as approved by the State Fire Marshal.

M. Provide a heavy nylon cord pull rope in all empty conduits for future use. Leave in place for future use in all runs and tagged with plastic tag at terminating end indicating the location of the opposite end of the conduit.

N. Use factory-manufactured ells, except where noted otherwise. Field bends are permitted for EMT conduit less than 1" diameter. Conduit radius for signal system is ten times the internal diameter of the conduit.

O. Cap or seal all conduit ends until wires are pulled.

P. Use watertight gland compression type connectors and couplings on fittings for thin wall metallic conduit. Screw type or crimp type are not permitted.

Q. Wire all rotating electrical equipment with flexible, liquid-tight conduit with appropriate slack from disconnect switch to equipment.

R. Install expansion coupling at all expansion joint locations, refer to Architectural. Drawings for locations.

S. Use approved type-bending machines for PVC conduits. Use of blow torch is prohibited.

T. For grouping, use conduit trapezes made up of suitable Unistrut or Kindorf hangers.

U. Seal or cap all conduit for a watertight installation.

V. Use approved conductor pulling machines for all underground conduits. Use of truck is prohibited.

3.7 OUTLET BOXES:

A. Attach outlet boxes on metal studs with TEC screws. Use wood screws for attachment on wood studs. Nails are not acceptable.

B. Cover all boxes with outlet box protector, Appleton SB-CK or approved equal. Keep plaster and dirt from entering box or panels. If plaster does get in, removed it prior to pulling in wires.

C. Close all unused openings with plugs.

3.8 INSTALLATION OF CONDUCTORS:

A. Unless otherwise indicated or specified, do not install conductors of less than No. 12 AWG size. For control conductors protected by 15 ampere or lower overcurrent protection, No. 14 AWG conductors will be installed. Where approved by Code, remote control and signal circuits utilize No. 18 or No. 16 AWG sizes. Increase No. 12 to No. 10 AWG for 120 volt home runs exceeding 75 feet.

B. Color code power wire and cable for feeders and branch circuits.

C. Install all electrical conductors, including signal and communications circuits in an approved raceway.

D. Neatly group conductors in panels, switchgear and terminal cabinets, etc., and form in a manner to fan into terminals with regular spacing. Lace formed groups of conductors with No. 12 waxed twine, or Panduit Co. Nylon Straps Numbers "SST-4-H" or "SST-2". Lace larger conductors with marlin and secure with cleats, or Panduit Co. Nylon Sta-Straps Numbers "SSC-4-H" and tie anchors ETA-1, TA-2, or TM-1-2-3.

E. Install U.L. approved covered wire from all lighting fixture lamp sockets into outlet or junction box.

3.9 WIRING COLOR CODE

A. 208Y/120 Volt System

Phase A - Black.
Phase A Switch Leg - Black with “S” tag.
Phase B - Red.
Phase B Switch Leg - Red with “S” tag.
Phase C - Blue.
Phase C - Switch Leg - Blue with “S” tag.
Travelers - Yellow.
Neutral - White.
Equipment Ground - Green.

B. Provide identification tags on each conductor's entering panel, switch, junction box and pull box to identify conductor.

3.10 UNDERGROUND PULL BOXES:

A. Set underground pull boxes at +3" above highest adjacent grade level.

B. No splices in Fire Alarm or Signal System conductors are permitted.

C. Size per NEC.

D. Provide nameplate on all covers.

3.11 CONDUCTOR JOINTS AND TAPING:

Make joints in conductors smaller than No. 6 AWG with solderless, tapeless, wing nut type pressure cable connector. Join conductors No. 6 AWG and larger together with approved type or pressure connector and tape to provide insulation not less than that of the conductor. Make connections to switch or bus bar with one-piece copper lugs for conductors No. 8 AWG or larger.

3.12 GROUNDING:

Provide grounding for entire electrical installation as required by the serving utility and codes mentioned in these specifications. Including:

A. Conduit.

B. Neutral or identified conductor of interior wiring system.

C. Power and lighting panelboards.

D. Non-current carrying metal parts or fixed equipment.

E. Electrical panels in separate buildings.

END OF SECTION

SECTION 26 0010
BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE

A. This section supplements all sections of this division and shall apply to all phases of work hereinafter specified, shown on the drawings, or required to provide a complete installation of electrical systems for the Project. The work required under this division is not limited to the electrical specifications and drawings. Refer to all bid documents including Civil, Architectural, Structural, and Mechanical documents which may designate Work to be accomplished. The intent of the Specifications is to provide a complete and operable electrical system, which shall include all documents that are a part of the entire Project Contract.

1. Work included: Furnish all labor, material, tools, equipment, facilities, transportation, skilled supervision necessary for, and incidental to, performing operations in connection with furnishing, delivery, and installation of the work in this division complete as shown or noted on the Drawings and specified herein.

B. Related Work Specified Elsewhere:

1. Refer to all sections in the general contract conditions, Contract Requirements and Division 1, General Requirements.

C. Work Installed but Furnished by Others:

1. The electrical work includes the installation or connection of certain materials and equipment furnished by others. Verify installation details. Foundations for apparatus and equipment will be furnished by others unless otherwise noted or detailed.

1.2 GENERAL REQUIREMENTS

A. Guarantee See General Conditions:

1. Except as may be specified under other Sections in the specification, guarantee equipment furnished under the specifications for a period of one year, except for equipment required to have a longer guarantee period, from date of final completion. Guarantee all work against defective workmanship, material, and improper installation. Upon notification of failure, correct deficiency immediately and without additional cost to the Owner.

2. Standard warranty of manufacturer shall apply for replacement of parts after expiration of the above period. Manufacturer shall furnish replacement parts to the Owner or his service agency as approved. Furnish to the Owner, through the Architect, printed manufacturer's warranties complete with material included and expiration dates, upon completion of project. Conform to Division 01.

B. Equipment Safety: All electrical materials and equipment shall be new, shall be listed by Underwriter’s Laboratories, and bear their label, or listed and certified by a nationally recognized testing authority where UL does not have an approval. Custom made equipment must have complete test data submitted by the manufacturer attesting to its safety.

C. Codes and Regulations:

1. Design, manufacturer, testing and method of installation of all apparatus and materials furnished under the requirements of these specifications shall conform to the latest publications or standard rules of the following:

a. Institute of Electrical and Electronic Engineers - IEEE

b. National Electrical Manufacturers' Association - NEMA

c. Underwriters' Laboratories, Inc. - UL

d. National Fire Protection Association - NFPA

e. American Society for Testing and Materials - ASTM

f. American National Standards Institute - ANSI

g. California Electrical Code - CEC, Title 24, Part 3

h. California Code of Regulations, Title 8, Subchapter 5

i. California Building Code-CBC, Title 24 Parts 1 &2

j. State & Municipal Codes in Force in the Specific Project Area

k. Occupational Safety & Health Administration - OSHA

l. California State Fire Marshal

m. California Fire Code- CFC, Title 24 Part 9

n. National Electrical Testing Association - NETA

2. The term "Code", when used within the specifications, shall refer to the Publications, Standards, ordinances, and codes, listed above. In the case where the codes have different levels of requirements the most stringent rules shall apply.

D. Requirements of Regulatory Agencies:

1. Codes, Permits, and Fees: Where the Contract Documents exceed minimum requirements, the Contract Documents take precedence. Where code conflicts occur, the most stringent shall apply. The most stringent condition shall be as interpreted by the Engineer.

a. Comply with all requirements for permits, licenses, fees, and Code. Permits, licenses, fees, inspections, and arrangements required for the Contractor at his expense shall obtain the Work, unless otherwise specified.

b. Comply with the requirements of the applicable utility companies serving the Project. Make all arrangements with the utility companies for proper coordination of the Work.

E. Shop Drawings:

1. See Division 01 for additional requirements.

2. Time Schedules for Submission and Ordering: The Contractor shall prepare, review, and coordinate his schedule of submissions carefully, determining the necessary lead time for preparing, submitting, checking, ordering and delivery of materials and equipment for timely arrival. The Contractor shall be responsible for conformance with the overall construction schedule.

3. Submittals will be checked for general compliance with specifications only. The Contractor shall be responsible for deviations from the drawings or specifications and for errors or omissions of any sort in submittals.

4. Submit a complete list of materials and equipment proposed for the job, including manufacturers names and catalog numbers.

5. Shop drawings shall be submitted in completed groups of materials (i.e., lighting fixtures or switchgear). The Contractor shall add and sign the following paragraph on equipment and materials submitted for review. "It is hereby certified that the (equipment) (material) shown and marked in this submittal is that proposed to be incorporated into the project; is in compliance with the Contract Drawings and specifications and can be installed in the allocated spaces". Failure to add the above written statement for compliance will result in return of submittals without review.

   a. Bind catalog cuts, plate numbers, descriptive bulletins, and drawings, 11" x 17" (275 mm x 435 mm) or smaller, in sets with covers neatly showing titles.

   b. The Contractor shall verify dimensions of equipment and be satisfied as to Code compliance for fit prior to submitting shop drawings for approval.

   c. Where current limiting devices are specified, submit technical data to substantiate adequate protection of equipment cascaded downstream. Submittals shall not be reviewed unless supporting calculations and data are submitted therewith.

   d. Include complete catalog information such as construction, ratings, insulation systems, as applicable.

   e. For any material specified to meet UL or trade standards, furnish the manufacturers or vendor's certification that the material furnished for the work does in fact equal or exceed such specifications.

   f. Reference listings to the specifications' Sections and Article to which each is applicable.

   g. Equipment Floor Plans: After approval of material is secured prepare a floor plan of each electrical and communication equipment space, room, or yard, drawn to scale at 1/2 inch equals 1 foot and submit for approval in the same manner as for shop drawings. The layout drawings shall be exact scale.

6. Contractor shall prepare coordinated drawings when required by Division 01 or where noted otherwise.

F. Interpretations: The Contractor through the Architect must make Requests for interpretations of drawings and specifications. Any such requests made by equipment manufacturers or suppliers will be referred to the Contractor.

G. Standard of Quality

1. The contract Drawings and Specifications establish the “MINIMUM STANDARD OF QUALITY” each product and/or system must meet to be considered acceptable. Products of other manufactures will be considered if the product and/or system meet or exceed the “MINIMUM STANDARD OF QUALITY” established by this Contract Document.

2. Items for similar application shall be of the same manufacturer.

3. The label of listing by UL shall appear on all materials and equipment for which standards have been established by the agency.

4. Where codes as listed in Section General Requirement Section of the Specifications that establish label or approved requirements, furnish all materials and equipment with either the required labels affixed or the necessary written approval.

5. Provide the type and quantity of electrical materials and equipment necessary to complete Work and all systems in operation, tested and ready for use.

6. Provide and install all incidental items that belong to the Work described and which are required for complete systems.

7. All switchboards, distribution boards, panel boards and circuit breakers shall be of the same manufacturer.

8. All wiring devices such as switches and receptacles shall be of the same manufacturer.

H. Substitutions: Refer to Division 01

I. Submit comprehensive material list, shop drawings and complete technical data for the following equipment and materials:

1. General Requirements:

a. Main service and distribution switchboards.

b. Panelboards.

c. Conduits

d. Conductors, include all selected insulation types.

e. Fuses

f. Disconnect switches and Starters.

g. Pullboxes, manholes and handholes.

h. Standard lighting fixtures, specially fabricated fixtures, ballasts, and lamps, with samples and sample of standard finish available (where requested).

i. Control devices, standard and special receptacles, switches, outlets, and finish device plates.

j. Cabinets for signal and telephone system, special terminals, and cabinets. Include all cabinet dimensions.

k. Fire alarm system.

l. Transformers

J. Utility Service:

1. Contractor shall verify the locations shown on the drawings and shall include extensions of lines to building service from locations which are acceptable to the Owner.

2. Verify electrical, civil, architectural, and structural, dimensional, and other requirements with the Owner.

3. Should any major modifications to the work indicated be necessary to comply with the Owner requirements, notify the Architect.

4. Contractor shall contact the utility company representatives to establish pre-construction coordination, obtain all necessary meters and/or approvals, and schedule utility work to coordinate with the construction schedule.

5. All utility services shall be installed per the utility company requirements. Verify final construction requirements with utility company service planners prior to construction.

K. Record Drawings: Refer to Division 01, Contract Closeout.

L. Work Responsibilities:

1. The drawings indicate diagrammatically the desired locations or arrangement of conduit runs, outlets, junction boxes and equipment and are to be followed. Execute the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations. The Contractor is responsible for the correct placing of his work. Where conflicts occur in plans and/or specifications, the most stringent application shall apply and shall be part of the base bid.

2. Locations shown on architectural plan or on wall elevations shall take precedence over electrical plan locations, but where a major conflict is evident, notify the Architect.

3. In the event minor changes in the indicated locations or arrangement are necessary due to developed conditions in the building construction or rearrangement of furnishings or equipment or due to interference with other trades, such changes shall be made without extra cost.

4. Verify dimensions and the correct location of Owner-Furnished equipment before proceeding with the roughing-in of connections.

5. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with work carefully check and verify dimensions and sizes with the drawings to see that the furnished equipment will fit into the spaces provided without violation of applicable Codes.

6. Should any changes to the work indicated on the drawings or described in the specifications be necessary in order to comply with the above requirements, notify the Architect.

7. Contractor shall be responsible for coordination of coordinated drawings when required by the Architect.

8. Replace or repair, without additional compensation, any work which does not comply with, or which is installed in violation of any of these requirements.

M. Installation General: For special requirements, refer to specific equipment under these requirements.

1. Unless otherwise specified elsewhere in the specifications, do all excavating necessary for the proper installation of the electrical work.

2. Locations of Openings: Locate chases, shafts and openings required for the installation of the electrical work during framing of the structure. Do any additional cutting and patching required. Cutting or drilling in any structural member is prohibited without approval of the Architect. Furnish all access panels to make all boxes, connections, and devices accessible as required by CEC.

3. Location of Sleeves: Where conduits pass through concrete walls, suspended slabs, or metal deck floors, install sleeves of adequate size to permit installation of conduit. Sleeves shall be installed prior to pouring of concrete and shall have ends flush with the wall or extend 2 inches above floor surfaces. Verify locations.

4. Wherever conduit extends through roof, install flashings in accordance with drawings and details.

5. Contractor shall be responsible for cutting and patching which may be required for the proper installation of the electrical work.

6. Protect work, materials and equipment and provide adequate and proper storage facilities during the progress of the work. Storage outdoors shall be weather protected and shall include space heaters to prevent condensation. Provide for the safety and good condition of all work until final acceptance of the work. Replace all damaged or defective work, materials, and equipment before requesting final acceptance.

7. Conduit and Equipment to be Installed: Clean thoroughly to remove plaster, spattered paint, cement, and dirt on both exterior and interior. All underground conduits shall be mandrelled prior to pulling wire.

8. Conduit and Equipment to be Painted: Clean conduit exposed to view in completed structure by removing plaster and dirt. Remove grease, oil and similar material from conduit and equipment by wiping with clean rags and suitable solvents in preparation for paint.

9. Items with Factory Finish: Remove cement, plaster, grease, and oil, and leave surfaces, including cracks and corners, clean and polished. Touch up scratched or bare spots to match finish.

10. Site Cleaning: Remove from site all packing cartons, scrap materials and other rubbish on a weekly basis. Vacuum out all cabinets, switchgear and panels and junction boxes prior to pulling any conductors.

11. Electrical equipment and materials exposed to public and in finished areas shall be finish-painted after installation in accordance with the Painting Section. All exposed screw-type fasteners, exterior, or interior in restrooms, shall be vandal-resistant spanner type; include tool.

N. Excavation, Cutting and Patching:

1. Excavating, trenching, and backfilling required for the work of this Division in accordance with the applicable requirements of Division 2. Excavating and backfilling connected with electrical work, repaving cuts, providing, and maintaining protective measures for the electrical work excavation required by the governing authorities having jurisdiction shall be performed as a part of the work of this Division.

2. Verify openings indicated on the drawings. Provide all cutting, patching and reinforcement of the construction of the building as required to install electrical work.

O. Tests

1. Equipment and systems for which the National Electrical Testing Association (NETA) has an approved or recommended procedure, shall be tested in accordance with that procedure. Test values shall equal values recommended by NETA. Copies of test reports shall be submitted as required under shop drawing submittals.

2. Resistance to ground tests shall be accomplished by a qualified independent testing firm to measure resistance to ground at

grounding electrodes. Make tests before slabs or affected areas are poured in order that corrective measures, if required, may be taken. Submit a report showing the results of these measurements. If the resistances exceed values specified elsewhere or NETA test procedure recommendations, perform corrective measures required to reduce resistance to acceptable values.

3. Prior to energizing any motor, measure the service voltage for phase balance and report if unbalance exceeds 1% from mean.

4. Measure the three-phase voltage at no load and at maximum load conditions and submit to the engineer a report showing the results of these measurements.

5. Upon completion of the work and adjustment of all equipment, conduct an operating test. Conduct the test in the presence of an authorized representative of the Owner's Representative. Demonstrate system and equipment to operate in accordance with requirements of the Contract Documents and to be free from electrical and mechanical defects. Provide systems free from short circuits and grounds and show an insulation resistance between phase conductors and ground not less than the requirements of the governing electric code. Test circuits for proper neutral connection.

6. Complete tests prior to final inspection of project, including corrective work based on the results of the tests.

7. Perform special tests on systems and equipment as specified herein using personnel qualified to perform such tests.

P. Protection: Protect finish parts of the materials and equipment against damage during the progress of the work and until final completion and acceptance. Cover materials and equipment in storage and during construction in such a manner that no finished surfaces will be damaged or marred. Keep moving parts clean, dry, and lubricated.

Q. Cleaning Up:

1. Upon completion of the work and at various time during the progress of the work, remove from the building all surplus materials, rubbish and debris resulting from the work of this Division.

2. Thoroughly clean switchgear including busses, apparatus, exposed conduit, metal work including the exterior and interior, and accessories for the work of this Division, of cement, plaster, and other deleterious materials; remove grease and oil spots with cleaning solvent; carefully wipe surfaces and scrape cracks and corners clean.

3. Thoroughly polish chromium or plated work. Remove dirt and stains from lighting fixtures.

4. Leave the entire installation in a clean condition.

R. Completion:

1. The work will not be reviewed for final acceptance until operating and maintenance data, manufacturer's literature, panel directories and nameplates specified herein have been approved and properly posted or installed and final cleaning of equipment and premises has been completed.

2. When the installation is complete and adjustments have been made, operate the system for a period of one week, during which time demonstrate that systems are completed and operating in conformance with the specifications.

S. Operating and Maintenance Data: Submit complete and at one time, prior to acceptance of the installation, 4 copies of manufacturer's instructions for operation and maintenance of electrical equipment, including replacement parts lists. As specified in Division 01

T. Inspection and Acceptance Procedures: The Architect will submit observation reports periodically during the construction phase detailing Contract deficiencies. The Contractor is responsible for making corrections immediately. Notice of Completion of the project will not be made until all items have been corrected.

U. Final Completion of Electrical Systems:

1. Prior to Final Completion of operating electrical systems, the Contractor shall:

a. Provide materials of the type and quality specified and as necessary for proper operation, tested and ready for use.

b. Furnish the required Operating and Maintenance Data/Manuals.

c. Clean up of the project pertaining to this Division of the work.

d. After installation has been completed and adjustments made, operate the system for a period of one week, during which time, demonstrate to the Architect that systems are complete and operating in conformance with Contract Documents.

e. Conduct tests required and as specified in this Division and submit test reports and corrective actions taken.

f. Submission of warranties and guarantees.

2. Final Completion of Work Shall be Contingent On:

a. Contractor replacing defective materials and workmanship.

b. Upon completion of work and adjustments made, Contractor shall conduct an operating test for each system for approval at such time as Architect directs. Conduct test in presence of authorized representative of Architect and demonstrate that systems and equipment do operate in accordance with requirements of the Contract Documents and are free from electrical and mechanical defects.

c. Contractor shall provide the necessary training programs and instructions to the Owner's representative. Number of hours shall be a minimum of four (4) hours for each system or days as required under separate Sections of these Specifications. Complete operation and maintenance manuals shall be provided at least two (2) weeks prior to training.

d. Submit copies of manufacturer's instructions and maintenance of electrical equipment including replacement parts lists. Each set shall include one set of shop drawings of equipment installed.

V. Submittals for Change Orders: When changes are made during the construction phase, deletions and additions shall be presented in a manner that will indicate the cost of each item of material and

corresponding labor. Markup shall then be added in accordance with the requirements of the General Conditions as modified by the Supplementary Conditions.

W. The Contractor at a time convenient to the Owner shall provide instruction to the Owner's operating personnel in the proper operation and maintenance of all equipment and systems. The instructors shall have received factory training and shall be thoroughly familiar with the equipment installed. The operating personnel shall receive the number of days' instruction as indicated in other sections.

1.3 PROJECT RECORD DOCUMENTS

A. Record Drawings: CAD: Use a computer aided drafting (CAD) system in the preparation of record drawings for this Project. Acceptable CAD systems shall be capable of producing files in AutoCAD Version 2012 compatible DWG or DXF format. Owner's consultant will furnish CAD backgrounds for use by the Contractor after construction is 85% complete except where prohibited by Contract.

B. Record Set During the Work: At site, maintain at least one set of Drawings as a Field Record Set. Also maintain at least one copy of all Addenda, Modifications, approved submittals, correspondence, and transmittals at site. Keep Drawings and data in good order and readily available to Architect and Owner.

C. Changes: Clearly and correctly mark Record Drawings to show changes made during the construction process at the time the changed work is installed. No such changes shall be made in the work unless authorized by the Architect.

D. Final Record Drawings: Conform to Division 01 requirements.

E. Preparation of Final Record Drawings: Contractor shall transfer recorded changes in the work indicated on the Field Record Set to the record set. Changes shall be neatly and clearly drawn and noted by skilled draftsmen and shown technically correct.

F. Approval: Prior to Architect's inspection for Substantial Completion, submit the Final Record Drawings to the Architect for review, and make such revisions as may be necessary for Final Record Drawings to be a true, complete, and accurate record of the work.

G. Manuals: Obtain data from the various manufacturers and submit instruction, operation, and maintenance manuals as required and to the extent required under other Sections.

H. At all times when the work is in progress, maintain at the workplace, fabrication shop or Project Site as applies, a complete separate, clean, undamaged set of the latest stamped, actioned submittals. As work progresses, maintain records of "as installed" conditions on this set in suitable ink or chemical fluid. Update the set daily. After successful completion of Project Site testing specified herein, and after completion of Punch List corrections, copy all records of "as installed" conditions on to originals.

I. Quantity:

1. Review sets: As for Shop and Field Drawings.

2. Record set: Refer to Division 01.

J. Content: All drawings required under "Field and Shop Drawings". Show "as installed" condition. Where room designations according to Project permanent signage differ from construction designations in the Contract Documents, show both designations.

K. Warranty Certificates: Comply with Division 01.

PART 2 - COMMISSIONING

3.1 COMMISSIONING OF ELECTRICAL SYSTEMS

A. Include cost for commissioning requirements in the contract price.

B. Attend commissioning meetings scheduled by the CxA.

C. Prepare preliminary schedule for indoor lighting system inspections, O&M manual submission, training sessions, lighting controls testing, system verification, performance testing, and system completion for use by the CxA. Update schedule as appropriate throughout the construction period and provide updated schedule to the commissioning team.

D. Verify proper installation and performance of all electrical services provided.

E. Complete Title 24 Certificate(s) of Installation and manufacturer's pre-start checklists prior to scheduling startup of HVAC and electrical equipment.

1. Retain Certificate(s) of Installation in a 3-ring binder in an organized fashion. Binder is to remain on the job site

2. Make Certificate(s) of Installation available for CxA review upon request.

3. Retain calibration records for equipment provided with manufacturer calibrated sensors in the Certificate(s) of Installation binder.

F. Where applicable, complete the Certificate(s) of Acceptance per the contract documents.

1. Retain Certificate(s) of Acceptance in a 3-ring binder in an organized fashion. Binder is to remain on the job site

2. Provide copies of all Certificate(s) of Acceptance to the CxA.

3. Certificate(s) of Acceptance shall be conducted by companies who are certified as California Advanced Lighting Controls Training Program Acceptance Technician (CALCTP-AT) employer and only completed by those employees of said company who are certified to complete the respective acceptance test.

G. Monitor and respond to Resolution Tracking Forms distributed by the CxA in order to expedite corrective actions necessary to achieve design intent.

H. Participate in the Certificate(s) of Acceptance and Functional Performance Tests as required to achieve design intent.

I. Participate in the opposite-season testing as required to achieve design intent.

J. Participate in O&M Training as required by project specifications.

K. Ensure participation of major equipment manufacturers and their representatives as applicable.

L. Obtain O&M data on all equipment and assemble in binders using tabs as required.

M. Conduct a maintenance orientation and inspection with hands on training per the contract documents.

N. Provide written certification and completed Certificate(s) of Installation forms and checklists documenting that the following work has been completed in accordance with the plans and specifications and that they are functioning as designed.

1. Correct labeling of all circuits with connected equipment.

2. Lighting system controls operations, including occupancy sensors, automatic time controls or Energy Management control, override timers, manual dimming controls, exterior lighting controls, multi-level switching, as applicable to the Work.

END OF SECTION

SECTION 26 0500
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 26. It expands and supplements the requirements specified in sections of Division 01.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 03 3000 - Cast-in-Place Concrete.
3. Section 09 9100 - Painting and Coating.

C. Applicable Standards

1. ASTM D 709 (2007) – Laminated Thermosetting materials.
2. ANSI/NEMA FB-1 (2010) – Standard for Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
3. ANSI/NEMA 250 (2008) – Enclosure for Electrical Equipment (1000 Volts Maximum).
4. California Electrical Code (CEC).
5. IEEE C57.12.28 (2005) – Standard for Pad-Mounted equipment (Enclosure Integrity).
6. UL 1 (2005) – Standard for Flexible Metal Conduit.
7. UL 1242 (2007) – Standard for Electrical Intermediate Metal Conduit.
8. UL 506 (2008) – Specialty Transformers.
9. UL 6 (2010) – Electrical Rigid Metal Conduit-Steel.
10. UL 797 (2007) – Electrical Metallic Tubing-Steel.
11. UL 870 (2008) – Standard for Wireways, Auxiliary Gutters, and Associated Fittings

1.2 BASIC ELECTRICAL REQUIREMENTS

A. Quality Assurance:

1. Workers possessing the skills and experience obtained in performing work of similar scope and complexity shall perform the Work of this Division.
2. Refer to other sections of the Specifications for other qualification requirements.

B. Drawings and Specifications Coordination:

1. For purposes of clearness and legibility, Drawings are diagrammatic, and the size and location of equipment is indicated to scale whenever possible. Verify conditions, dimensions, indicated equipment sizes, and manufacturer's data and information as necessary to install the Work of this Division. Coordinate location and layout with other Work.
2. Verify final locations for rough-ins with field measurements and with the requirements of the equipment to be connected.
3. Drawings indicate required size and points of termination of conduits, number and size of conductors, and diagrammatic routing of conduit. Install conduits with minimum number of bends to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and comply with applicable code requirements.
4. Routing of conduits may be changed provided that the length of any conduit run is not increased more than 10 percent of length indicated on the Drawings.
5. Outlet locations shall be coordinated with architectural elements prior to start of construction. Locations indicated on the Drawings may be distorted for clarity.
6. Coordinate electrical equipment and materials installation with building components and the Work of other trades
7. As much as practical, connect equipment for ease of disconnecting, with minimum interference with other installations.
8. Coordinate connection of electrical systems with existing underground utilities and services.

C. Terminology:

1. Signal Systems: Applies to clock, bell, fire alarm, annunciator, sound, public address, buzzer, telephone, television, inter-communication, elevator access controls, lighting control systems and security systems.
2. Low Voltage: Applies to signal systems operating at 120 volts and less, and power systems operating at less than 600 volts. Medium voltage: Applies to power systems operating at more than 600 volts.
3. UL: Underwriter's Laboratories Inc, Nationally Recognized Testing Laboratory (NRTL), or equal.

D. Regulations: Work shall comply with the requirements of authorities having jurisdiction and the California Electrical and Building Codes. Material shall conform to regulations of the National Board of Fire Underwriters for electrical wiring and apparatus. Materials shall be new and listed by UL, or another NRTL.

E. Structural Considerations for Conduit Routing:

1. Where conduits pass through or interfere with any structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, footings, or other buildings elements, conform to CBC, Part 2, Title 24, Section 1906.3 for conduits and pipes embedded in concrete and Sections 2308.9.10 and 2308.9.11 for notches and bored holes in wood; for steel, as detailed on the structural steel Shop Drawings.

2. Where a concrete encasement for underground conduit abuts a foundation wall or underground structure which the conduits enter, encasement shall rest on a haunch integral with wall or structure, or shall extend down to footing projection, if any, or shall be doweled into structure unless otherwise indicated. Underground structures shall include maintenance holes; pull boxes, vaults, and buildings.

F. Electrically Operated Equipment and Appliances:

1. Furnished Equipment and Appliances:

a. Work shall include furnishing and installing wiring enclosures for, and the complete connection of electrically operated equipment and appliances and electrical control devices which are specified to be furnished and installed in this or other sections of the Specifications, wiring enclosures shall be concealed except where exposed Work is indicated on the Drawings.

b. Connections shall be provided as necessary to install equipment ready for use. Equipment shall be tested for proper operation and, if motorized, for proper rotation. If outlets are of incorrect electrical characteristics or any specified equipment fails to operate properly, repair and/or replace the outlet and/or equipment.

2. Equipment and Appliances Furnished by Others:

a. Equipment and appliances indicated on Drawings as "not in contract" (NIC), "furnished by others," or "furnished by the Owner," will be delivered to the Project site. Required electrical connections shall be performed for such equipment and appliances. Motorized equipment will be furnished factory-wired to a control panel or junction box

unless otherwise indicated. Appliances will be furnished and equipped with portable cord and cap. Provide disconnect switches where required.

b. Connections to equipment furnished under this Division shall be part of the Work of this section. Work shall include internal wiring, installation, connection, and adjustment of bolted drive motors in which the motor is supplied as a separate unit, and connections only for equipment furnished with factory installed internal wiring, except as further limited by Drawings and this Specification. Work shall include furnishing and installing suitable outlets, disconnecting devices, starters, push-button stations, selector switches, conduit, junction boxes, and wiring necessary for a complete electrical installation. Work shall also include furnishing and installing conduit and boxes for HVAC control systems, furnished under Division 23. Devices and equipment furnished shall be of same type used elsewhere on the Work or as specified.

c. Electrical equipment furnished under other sections, for installation and connection under Work of this section, will be delivered to the Project site ready for installation.

d. Mechanical equipment furnished under other sections, and requiring electrical connection under this section, will be set in place as part of the Work of the section furnishing such equipment unless noted otherwise.

e. Suitability and condition of equipment furnished under other sections shall be determined in advance of installation. Immediate notice of damage, unsuitability, or lack of parts shall be given to the entity providing such equipment.

G. Protection of Materials:

1. Protect materials and equipment from damage and provide adequate and proper storage facilities during progress of the Work. Damaged materials and/or equipment shall be replaced.

H. Cleaning:

1. Exposed parts of Work shall be left in a neat, clean, usable condition. Finished painted surfaces shall be unblemished and metal surfaces shall be polished.

2. Thoroughly clean parts of apparatus and equipment. Exposed parts to be painted shall be thoroughly cleaned of cement, plaster, and other materials. Remove grease and oil spots with solvent. Such surfaces shall be wiped, and corners and cracks scraped out. Exposed rough metal shall be smooth, free of sharp edges, carefully steel brushed to remove rust and other spots, and left in proper condition to receive finish painting.

3. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

I. WARRANTIES

1. Provide one-year warranty on all material and labor performed, unless noted otherwise in specific sections.

PART 2 - PRODUCTS - NOT USED

PART 3 – EXECUTION

3.1 GENERAL REQUIREMENTS

A. Advise the representative of the Owner before starting the Work of this Division.

B. Exposed conduits shall be painted to match the surfaces adjacent to installation.

C. Salvaged materials removed from buildings shall be removed from the Project site as required by the Owner.

D. Electrical equipment shall be braced and anchored for CBC Seismic Design requirements, or as otherwise indicated on the Drawings.

3.2 DELIVERY STORAGE AND HANDLING

A. Deliver products to project site with proper identification, which shall include names, model numbers, types, grades, compliance labels, and similar information needed for City identification; all products and materials shall be adequately packaged and protected to prevent damage during shipment, storage, and handling.

B. Coordinate deliveries of electrical materials and equipment to minimize construction site congestion.

3.3 CUTTING AND PATCHING

A. Cutting and patching of electrical equipment, components, and materials shall include the removal and legal disposal of selected materials, components, and equipment.

B. Do not endanger or damage installed Work through procedures and processes of cutting and patching.

C. Repair or restore other work, or surfaces damaged as a result of the work performed under this contract.

3.4 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose off the Project site.

B. Remove equipment and implements of service, and leave entire work area neat and clean, to the satisfaction of the Owner Authorized Representative.

3.5 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 26 0513
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Basic electrical methods.
   2. Grounding.
   3. Hangers and support.
   4. Electrical identification.
   5. Electrical system testing and inspection.

B. Related Documents: The Contract Documents, as defined in Section 01 0110 - Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other documents.

1.2 BASIC ELECTRICAL METHODS

A. Drawings are schematic and diagrammatic. Use judgment and care to install electrical Work to function properly and fit within building construction and finishes. Electrical conductors, conduit, components, not shown or specified, which are required for any device or system to produce a complete and operative system are required to be furnished and installed.

B. Exact locations of fixtures are determined from dimension on Drawings, manufacturer's shop drawings, or as may be determined at Project Site. Do not scale Drawings for exact location of any item. Verify item mounting heights as required by project conditions prior to rough-in.

C. Surface mounted raceways or conduit permitted only at locations directed by representatives of the Owner.

D. Circuit grouping, conduit or cable runs and home runs with number of conductors required by code in each raceway to clarify operation and function of various systems. Provide proper number of conductors and conduits or cables to provide operative system as indicated on Contract Documents. Do not regroup any feeder circuits, branch circuits, home runs, and zone alarms at any point, from that shown on Contract Documents.

E. Do not connect two ungrounded conductors to same circuit breaker/fused switch in any panel. Circuit runs consist of a maximum of five conductors; 3 phase conductors, 1 neutral conductor, and 1 equipment ground conductor, unless otherwise noted. Do not splice branch circuit conductors in any panels, safety switches, or non-automatic circuit breakers in separate enclosures.

F. Seal and make permanent watertight penetrations by electrical raceways or equipment through ceilings, walls, or floors.
   1. Seal penetrations in non-fire rated ceilings, walls or floors material specified in Section 07 9200 - Sealants.

G. Tighten electrical connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torquing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL 486A, and NFPA 70.

H. Install equipment and materials to provide required maintenance and code working clearance for servicing and maintenance. Coordinate final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow required space for removal of parts that require replacement or servicing.

I. Remove existing equipment, lighting fixtures, switches, and receptacles as required to facilitate new installation. Remove existing wiring and conduit serving items to be removed. Conduit in inaccessible areas shall be cut off below finished surfaces and existing surface patched to match existing. Provide blank plates on existing flush mounted outlet boxes that will be abandoned. Remove all abandoned conductors from raceways.

PART 2 - PRODUCTS

2.1 GROUNDING

A. Wire:
   1. Material: Stranded copper.
   2. Grounding Electrode Conductor: Size to meet NFPA 70 requirements.

2.2 HANGERS AND SUPPORTS

A. Product Requirements: Furnish and install approved materials, sizes, and types of anchors, fasteners, and supports to carry loads of equipment and conduit, including weight of wire in conduit plus 300 pounds.

B. Materials and Finishes: Corrosion resistive.

C. Anchors and Fasteners:
   1. Steel Structural Elements: Beam clamps and welded fasteners.
   2. Concrete Surfaces: Self-drilling anchors and expansion anchors.
   3. Hollow Masonry, Plaster, and Gypsum Board Partitions: Toggle bolts and hollow wall fasteners.
   4. Solid Masonry Walls: Expansion anchors.
   5. Sheet Metal: Sheet metal screws.
   6. Wood: Wood screws.

2.3 ELECTRICAL IDENTIFICATION

A. Wire and Cable Markers:
   1. Description: Cloth tape or tubing type wire markers.
   2. Locations: Each conductor at panel board gutters, pull boxes, outlet and junction boxes, and each load connection.
   3. Legend:
      a. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION - GROUNDING

A. Provide grounding in conformance with NFPA 70.

B. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

C. Testing and Inspection:
   1. Inspect and test in accordance with NETA ATS, except Section 4.
   2. Perform inspections and tests listed in NETA ATS, Section 7.13.

3.2 INSTALLATION - HANGERS AND SUPPORTS

A. Install products in accordance with manufacturer's published instructions.

B. Furnish and install anchors, fasteners, and supports in accordance with NECA SI.

C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.

D. Do not use spring steel clips and clamps.

E. Do not use powder-actuated anchors.

F. Obtain permission from City Engineer before drilling or cutting structural members.

3.3 INSTALLATION: Installation of materials and equipment shall be in strict accordance with manufacturer's recommendations, instructions, industry standards, as indicated on the drawings and as specified herein. Provide all mounting facilities for securing or hanging fixtures, equipment, and outlets to the satisfaction of the Engineer. Details shown on the plans are for the purpose of establishing the extent and general methods required. Provide all sleeves, inserts, expansion joints, vibration fitting, etc. Provide storage facilities and protect all work, materials and equipment from damage during process of work. Materials and equipment shall not be stored exposed to weather. Replace all damaged or defective work, materials, and equipment without additional cost to the Owner.

3.4 CONDUIT AND WIRING: All conduit and wiring shall be installed concealed in walls, above ceilings and below floor slabs or exposed in accordance with applicable regulations and the Electrical Drawings. All penetrations of fire-rated walls or ceilings to be coordinated with Owner. Conduit runs are shown diagrammatically. Exact routing and location of the equipment to be determined in the field.

3.5 FIELD QUALITY CONTROL - ELECTRICAL TESTING AND INSPECTION

A. Section 014000 - Quality Control: Field testing and inspection.

B. Regulatory Requirements:
   1. Safety Practices: Include, but not limited to, the following requirements:
      a. Occupational Safety and Health Act of 1970 - OSHA.
      b. Accident Prevention Manual for Industrial Operations, Seventh Edition, National Safety Council, Chapter 4.
      c. Applicable State and Local Safety Operating Procedures.
      d. NETA Safety/Accident Prevention Program.
      e. NFPA 70E - Electrical Safety Requirements for Employee Workplace.
      f. American National Standards for Personnel Protection, ANSI Z244.1.

   2. Perform tests with apparatus de-energized except where otherwise specifically required herein.

   3. Power Circuits: Conductors shorted to ground by a hot line grounded device approved for the purpose.

C. Tests and inspections include, but are not limited to the following:

1. Proper operation of lights and equipment.
2. Continuity of raceway system.
3. Insulation leakage and impedances.
4. Sub-system tests indicated in other Sections.

END OF SECTION

SECTION 26 0519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Single conductor building wire.

B. Wiring connectors.

C. Electrical tape.

D. Heat shrink tubing.

E. Wire pulling lubricant.

F. Cable ties.

1.2 RELATED REQUIREMENTS

A. Section 26 0553 - Identification for Electrical Systems: Identification of products and requirements.

1.3 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.

C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).

D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).

E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.

F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.

I. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.

N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.

3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

B. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years' documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Nonmetallic-sheathed cable is not permitted.

D. Underground feeder and branch-circuit cable is not permitted.

E. Service entrance cable is not permitted.

F. Armored cable is not permitted.

G. Metal-clad cable is not permitted.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Provide new conductors and cables manufactured not more than one year prior to installation.

D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

E. Comply with NEMA WC 70.

F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

H. Conductor Material:

1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.

2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.

3. Tinned Copper Conductors: Comply with ASTM B33.

I. Minimum Conductor Size:

1. Branch Circuits: 12 AWG.

a. Exceptions:

1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.

2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.

3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.

4) 20A exterior circuits: 10 AWG..

2. Control Circuits: 14 AWG.

J. Conductor Color Coding:

1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.

2. Color Coding Method: Integrally colored insulation.

a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.

3. Color Code:

a. 480Y/277 V, 3 Phase, 4 Wire System:

1) Phase A: Brown.

2) Phase B: Orange.

3) Phase C: Yellow.

4) Neutral/Grounded: Gray.

b. 208Y/120 V, 3 Phase, 4 Wire System:

1) Phase A: Black.

2) Phase B: Red.

3) Phase C: Blue.

4) Neutral/Grounded: White.

c. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

A. Manufacturers:

1. Copper Building Wire:

a. Cerro Wire LLC: www.cerrowire.com/#sle.

b. Encore Wire Corporation: www.encorewire.com/#sle.

c. Southwire Company: www.southwire.com/#sle.

d. Rome Wire and Cable.

e. Okonite Wire

f. Pirelli Wire and Cable

g. Carol Cable

B. Description: Single conductor insulated wire.

C. Conductor Stranding:

1. Feeders and Branch Circuits:

a. Size 10 AWG and Smaller: Solid.

b. Size 8 AWG and Larger: Stranded.

D. Insulation Voltage Rating: 600 V.

E. Insulation:

1. Copper Building Wire: Type THHN/THWN-2, except as indicated below.

a. Size 4 AWG and Larger: Type XHHW-2.

b. Installed Underground: Type XHHW-2.

2.4 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

B. Wiring Connectors for Splices and Taps:

1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.

2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.

C. Wiring Connectors for Terminations:

1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.

2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.

3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.

4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.

D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

E. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

F. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.

G. Mechanical Connectors: Provide bolted type or set-screw type.

H. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.5 ACCESSORIES

A. Electrical Tape:

1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.

2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.

4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.

5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.

B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.

C. Wire Pulling Lubricant:

1. Listed and labeled as complying with UL 267.

2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.

3. Suitable for use at installation temperature.

D. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that work likely to damage wire and cable has been completed.

C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.

D. Verify that field measurements are as indicated.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.3 INSTALLATION

A. Circuiting Requirements:

1. Unless dimensioned, circuit routing indicated is diagrammatic.

2. When circuit destination is indicated without specific routing, determine exact routing required.

3. Arrange circuiting to minimize splices.

4. Include circuit lengths required to install connected devices within 10 ft of location indicated.

5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.

6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.

7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.

8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Installation in Raceway:

1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.

2. Pull all conductors and cables together into raceway at same time.

3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.

4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.

1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.

2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.

G. Install conductors with a minimum of 12 inches of slack at each outlet.

H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.

I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

K. Make wiring connections using specified wiring connectors.

1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking, or damaging conductors.

3. Do not remove conductor strands to facilitate insertion into connector.

4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.

5. Mechanical Connectors: Secure connections according to manufacturers' recommended torque settings.

6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.

2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.

a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.

b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.

3. Wet Locations: Use heat shrink tubing.

M. Insulate ends of spare conductors using vinyl insulating electrical tape.

N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.

O. Identify conductors and cables in accordance with Section 26 0553.

P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section Firestopping.

Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.4 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS, except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 26 0526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground bars.

E. Ground rod electrodes.

F. Ground access wells.

1.2 RELATED REQUIREMENTS

A. Section 09 6519 – Luxury Vinyl Composite Tile: Static control flooring.

B. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.

C. Section 26 0553 - Identification for Electrical Systems: Identification of products and requirements.

1.3 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2022.

D. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Verify exact locations of underground metal water service pipe entrances to building.

2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.

3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.

B. Field quality control test reports.

C. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years' documented experience.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.

B. Do not use products for applications other than as permitted by NFPA 70 and product listing.

C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

E. Grounding System Resistance:

1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not normally constitute dry conditions.

2. Grounding Electrode System: Not greater than 25 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

F. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.

a. Provide continuous grounding electrode conductors without splice or joint.

b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.

2. Metal Underground Water Pipe(s):

   a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.

   b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.

   c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.

3. Metal In-Ground Support Structure:

   a. Provide connection to metal in-ground support structure that is in direct contact with earth in accordance with NFPA 70.

4. Concrete-Encased Electrode:

   a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.

5. Ground Rod Electrode(s):

   a. Provide two electrodes unless otherwise indicated or required.

   b. Space electrodes not less than 10 feet from each other and any other ground electrode.

   c. Provide ground access well for each electrode.

6. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

7. Ground Bar: Provide ground bar, separate from service equipment enclosure, for common connection point of grounding electrode system bonding jumpers as permitted in NFPA 70. Connect

grounding electrode conductor provided for service-supplied system grounding to this ground bar.

a. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.

b. Where ground bar location is not indicated, locate in accessible location as near as possible to service disconnect enclosure.

c. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

G. Service-Supplied System Grounding:

1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.

2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

H. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:

1. Provide grounding electrode system for each separate building or structure.

2. Provide equipment grounding conductor routed with supply conductors.

3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.

4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.

I. Separately Derived System Grounding:

1. Separately derived systems include, but are not limited to:

    a. Transformers (except autotransformers such as buck-boost transformers).

2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.

3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system, where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.

4. Where common grounding electrode conductor ground riser is used for tap connections to multiple separately derived systems, provide bonding jumper to connect the metal building frame and metal water piping in the area served by the derived system to the common grounding electrode conductor.

5. Outdoor Source: Where the source of the separately derived system is located outside the building or structure supplied, provide connection to grounding electrode at source in accordance with NFPA 70.

6. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.

7. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

J. Bonding and Equipment Grounding:

1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical

conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.

2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.

3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.

6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:

   a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.

   b. Metal gas piping.

   c. Metal process piping.

8. Provide bonding for interior metal air ducts.

9. Provide bonding for metal building frame.

10. Provide bonding for metal siding not effectively bonded through attachment to metal building frame.

K. Communications Systems Grounding and Bonding:

1. Provide intersystem bonding termination at service equipment or metering equipment enclosure and at disconnecting means for any additional buildings or structures in accordance with NFPA 70.

2. Provide bonding jumper in raceway from intersystem bonding termination to each communications room or backboard and provide ground bar for termination.

   a. Bonding Jumper Size: 6 AWG, unless otherwise indicated or required.

   b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.

   c. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.

2.2 GROUNDING AND BONDING COMPONENTS

A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.

2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 0526:

1. Use insulated copper conductors unless otherwise indicated.

   a. Exceptions:

      1) Use bare copper conductors where installed underground in direct contact with earth.

      2) Use bare copper conductors where directly encased in concrete (not in raceway).

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.

2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.

3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

D. Ground Bars:

1. Description: Copper rectangular ground bars with mounting brackets and insulators.

2. Size: As indicated.

3. Holes for Connections: As indicated or as required for connections to be made.

E. Ground Rod Electrodes:

1. Comply with NEMA GR 1.

2. Material: Copper-bonded (copper-clad) steel.

3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

F. Ground Access Wells:

1. Description: Open bottom round or rectangular well with access cover for testing and inspection; suitable for the expected load at the installed location.

2. Size: As required to provide adequate access for testing and inspection, but not less than minimum size requirements specified.

3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 10 inches.

4. Cover: Factory-identified by permanent means with word "GROUND".

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that work likely to damage grounding and bonding system components has been completed.

B. Verify that field measurements are as indicated.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70.

D. Make grounding and bonding connections using specified connectors.

1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking, or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.

2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.

3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.

4. Mechanical Connectors: Secure connections according to manufacturers’ recommended torque settings.

5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

E. Identify grounding and bonding system components in accordance with Section 26 0553.

3.3 FIELD QUALITY CONTROL

A. Inspect and test in accordance with NETA ATS except Section 4.

B. Perform inspections and tests listed in NETA ATS, Section 7.13.

C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not normally constitute dry conditions.

D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

SECTION 26 0529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.

D. MFMA-4 - Metal Framing Standards Publication; 2004.

E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.

2. Coordinate work to provide additional framing and materials required for installation.

3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.

4. Coordinate arrangement of supports with ductwork, piping, equipment, and other potential conflicts.

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not install products on or provide attachment to concrete surfaces until concrete has cured; see Section 03 3000.

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.

B. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

1.5 QUALITY ASSURANCE

1.6 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:

1. Comply with the following. Where requirements differ, comply with most stringent.

a. NFPA 70.

b. Requirements of authorities having jurisdiction.

2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.

3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.

4. Do not use products for applications other than as permitted by NFPA 70 and product listing.

5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.

6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.

    a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.

    b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.

    c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.

    d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.

1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.

2. Conduit Clamps: Bolted type unless otherwise indicated.

C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.

D. Metal Channel/Strut Framing Systems:

1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.

2. Comply with MFMA-4.

3. Channel Material:

    a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.

    b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.

E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.

F. Anchors and Fasteners:

1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.

2. New Concrete: Use preset concrete inserts.

3. Existing Concrete: Use expansion anchors.

4. Solid or Grout-Filled Masonry: Use expansion anchors.

5. Hollow Masonry: Use toggle bolts.

6. Hollow Stud Walls: Use toggle bolts.

7. Steel: Use welded threaded studs complying with AWS D1.1/D1.1M with lock washers and nuts or Beam clamps (MSS Type 19 21 23 25 or 27) complying with MSS SP-69.

8. Sheet Metal: Use sheet metal screws.

9. Wood: Fasten with lag screws or through bolts.

10. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

11. Plastic and lead anchors are not permitted.

12. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.

    a. Manufacturer: Same as manufacturer of metal channel/strut framing system.

    b. Comply with MFMA-4.

    c. Channel Material: Use galvanized steel.

13. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install hangers and supports in accordance with NECA 1.

C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.

D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

E. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

F. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

H. Equipment Support and Attachment:

1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.

2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.

3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.

4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

I. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

J. Secure fasteners in accordance with manufacturer's recommended torque settings.

K. Remove temporary supports.

3.3 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi (20.7-MPa), 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Division 03 Section "Cast-in-Place Concrete or Cast-in-Place Concrete (Limited Applications)" as applicable.

C. Anchor equipment to concrete base.

1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor bolts to elevations required for proper attachment to supported equipment.

3. Install anchor bolts according to anchor-bolt manufacturers’ written instructions.

3.4 FIELD QUALITY CONTROL

A. Inspect support and attachment components for damage and defects.

B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 26 0533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. PVC-coated galvanized steel rigid metal conduit (RMC).

C. Flexible metal conduit (FMC).

D. Liquid tight flexible metal conduit (LFMC).

E. Galvanized steel electrical metallic tubing (EMT).

F. Reinforced thermosetting resin conduit (RTRC).

1.2 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.

B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.

E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

F. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Metal Conduit and Intermediate Metal Conduit; 2018.

G. NEMA TC 14 (SERIES) - Reinforced Thermosetting Resin Conduit and Fittings Series; 2015.

H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

I. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.

J. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.

K. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.

L. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.

M. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

N. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.

3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.

4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

B. Project Record Documents: Record actual routing for conduits installed underground and conduits 2 inch (53 mm) trade size and larger.

1.5 QUALITY ASSURANCE

A. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Underground:

1. Under Slab on Grade: Use rigid PVC conduit.

2. Exterior, Direct-Buried: Use rigid PVC conduit.

3. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or schedule 80 rigid PVC conduit where emerging from underground.

4. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use PVC-coated galvanized steel rigid metal conduit elbows for bends.

5. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth where soil has resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.

6. Where galvanized rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT) emerges from concrete into soil, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.

D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.

H. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

I. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.

1. Locations subject to physical damage include, but are not limited to:

a. Where exposed below 8 feet, except within electrical and communication rooms or closets.

J. Exposed, Exterior: Use galvanized steel rigid metal conduit.

K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.

L. Corrosive Locations Above Ground: Use stainless steel rigid metal conduit (RMC), stainless steel intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit (RMC), stainless steel electrical metallic tubing (EMT), or reinforced thermosetting resin conduit (RTRC).

M. Hazardous/Classified Locations: Use galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel

intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or PVC-coated galvanized steel rigid metal conduit (RMC).

N. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).

1. Maximum Length: 6 feet.

O. Flexible Connections to Vibrating Equipment:

1. Dry Locations: Use flexible metal conduit (FMC).

2. Damp, Wet, or Corrosive Locations: Use liquid tight flexible metal conduit (LFMC).

3. Maximum Length: 6 feet unless otherwise indicated.

4. Vibrating equipment includes, but is not limited to:

a. Transformers.

b. Motors.

P. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

2.2 CONDUIT - GENERAL REQUIREMENTS

A. Comply with NFPA 70.

B. Provide conduit, fittings, supports, and accessories required for complete raceway system.

C. Provide products listed, classified, and labeled as suitable for purpose intended.

D. Minimum Conduit Size, Unless Otherwise Indicated:

1. Branch Circuits: 3/4 inch (21 mm) trade size.

2. Branch Circuit Homeruns: 3/4-inch trade size.

3. Control Circuits: 1/2-inch trade size.

4. Flexible Connections to Luminaires: 3/8-inch trade size.

5. Underground, Exterior: 1-inch trade size.

E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

B. Fittings:

1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.

2. Material: Use steel or malleable iron.

3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.4 STAINLESS STEEL RIGID METAL CONDUIT (RMC)

2.5 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)

2.6 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.

B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch.

C. PVC-Coated Boxes and Fittings:

1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.

2. Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.

3. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.

4. Material: Use steel or malleable iron.

5. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch.

D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch.

2.7 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1 and listed for use in classified firestop systems.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

2.8 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

2.9 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:

1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.

2. Material: Use steel or malleable iron.

3. Connectors and Couplings: Use compression/gland or set-screw type.

a. Do not use indenter type connectors and couplings.

2.10 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

2.11 REINFORCED THERMOSETTING RESIN CONDUIT (RTRC)

A. Description: NFPA 70, Type RTRC reinforced thermosetting resin conduit complying with NEMA TC 14 (SERIES).

B. Supports: As recommended by manufacturer.

C. Fittings: Same type and manufacturer as conduit to be connected.

2.12 ACCESSORIES

A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.

B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.

C. Epoxy Adhesive for RTRC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.

D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive conduits.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install conduit in accordance with NECA 1.

C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.

D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.

E. PVC-Coated Galvanized Steel Rigid Metal Conduit (RMC): Install using only tools approved by manufacturer.

F. Conduit Routing:

1. Unless dimensioned, conduit routing indicated is diagrammatic.
2. When conduit destination is indicated without specific routing, determine exact routing required.
3. Conceal conduits unless specifically indicated to be exposed.
4. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
5. Arrange conduit to maintain adequate headroom, clearances, and access.
6. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
7. Arrange conduit to provide no more than 150 feet between pull points.
8. Route conduits above water and drain piping where possible.
9. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
10. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
11. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    a. Heaters.
    b. Hot water piping.
    c. Flues.
12. Group parallel conduits in same area on common rack.

G. Conduit Support:

1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 0529.

2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.

4. Use conduit strap to support single surface-mounted conduit.

   a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.

5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.

6. Use conduit clamp to support single conduit from beam clamp or threaded rod.

7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.

8. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.

9. Use of spring steel conduit clips for support of conduits is not permitted.

10. Use of wire for support of conduits is not permitted.

H. Connections and Terminations:

1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.

2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.

3. Use suitable adapters where required to transition from one type of conduit to another.

4. Provide drip loops for liquid tight flexible conduit connections to prevent drainage of liquid into connectors.

5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.

6. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.

7. Secure joints and connections to provide mechanical strength and electrical continuity.

I. Penetrations:

1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.

2. Make penetrations perpendicular to surfaces unless otherwise indicated.

3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.

4. Conceal bends for conduit risers emerging above ground.

5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.

6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.

7. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 8413.

J. Underground Installation:

1. Minimum Cover, Unless Otherwise Indicated or Required:

a. Underground, Exterior: 18 inches.

b. Under Slab on Grade: 12 inches to bottom of slab.

2. Provide underground warning tape in accordance with Section 260553 along entire conduit length.

K. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section Concrete with minimum concrete cover of 3 inches on all sides unless otherwise indicated.

L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:

1. Where conduits cross structural joints intended for expansion, contraction, or deflection.

2. Where calculated in accordance with NFPA 70 for reinforced thermosetting resin conduit (RTRC) conduit installed above ground to compensate for thermal expansion and contraction.

3. Where conduits are subject to earth movement by settlement or frost.

M. Conduit Sealing:

1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:

2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:

a. Where conduits pass from outdoors into conditioned interior spaces.

b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

N. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

O. Provide grounding and bonding; see Section 26 0526.

P. Identify conduits; see Section 26 0553.

3.3 FIELD QUALITY CONTROL

A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

B. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.

C. Correct deficiencies and replace damaged or defective conduits.

3.4 CLEANING

A. Clean interior of conduits to remove moisture and foreign matter.

3.5 PROTECTION

A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

1.2 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.

J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within

the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.

2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.

4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.

5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.

6. Coordinate the work with other trades to preserve insulation integrity.

7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.

8. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for floor boxes and underground boxes/enclosures.

B. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1. See Section 01 6000 - Product Requirements, for additional provisions.

2. Keys for Lockable Enclosures: Two of each different key.

1.5 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

2.1 BOXES

A. General Requirements:

1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.

2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.

3. Provide products listed, classified, and labeled as suitable for the purpose intended.

4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:

1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.

2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.

3. Use suitable concrete type boxes where flush-mounted in concrete.

4. Use suitable masonry type boxes where flush-mounted in masonry walls.

5. Use raised covers suitable for the type of wall construction and device configuration where required.

6. Use shallow boxes where required by the type of wall construction.

7. Do not use "through-wall" boxes designed for access from both sides of wall.

8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.

9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.

10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.

11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.

12. Minimum Box Size, Unless Otherwise Indicated:

    a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.

    b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.

    c. Ceiling Outlets: 4 inch octagonal or square by 1-1/2 inch deep (100 by 38 mm) trade size.

13. Wall Plates: Comply with Section 26 2726.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:

1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.

2. NEMA 250 Environment Type, Unless Otherwise Indicated:

3. Junction and Pull Boxes Larger Than 100 cubic inches:

    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:

    a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.

    b. Back Panels: Painted steel, removable.

c. Terminal Blocks: Provide voltage/current ratings and terminal quantity suitable for purpose indicated, with 25 percent spare terminal capacity.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide separate boxes for emergency power and normal power systems.

E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

G. Box Locations:

1. Locate boxes to be accessible. Provide access panels in accordance with Section Access Panels as required were approved by the Architect.

2. Unless dimensioned, box locations indicated are approximate.

3. Locate boxes as required for devices installed under other sections or by others.

a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 26 2726.

4. Locate boxes so that wall plates do not span different building finishes.

5. Locate boxes so that wall plates do not cross masonry joints.

6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.

7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.

8. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.

9. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.

    a. Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.

    b. Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.

10. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260533.13.

11. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:

    a. Concealed above accessible suspended ceilings.

    b. Within joists in areas with no ceiling.

    c. Electrical rooms.

    d. Mechanical equipment rooms.

H. Box Supports:

1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.

I. Install boxes plumb and level.

J. Flush-Mounted Boxes:

1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.

2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.

3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

K. Install boxes as required to preserve insulation integrity.

L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

N. Close unused box openings.

O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

P. Provide grounding and bonding in accordance with Section 26 0526.

3.2 CLEANING

A. Clean interior of boxes to remove dirt, debris, plaster, and other foreign material.

3.3 PROTECTION

A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 26 0553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical identification requirements.

B. Identification nameplates and labels.

C. Wire and cable markers.

D. Voltage markers.

E. Underground warning tape.

F. Warning signs and labels.

1.2 RELATED REQUIREMENTS

A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

B. Section 262726 - Wiring Devices - Lutron: Device and wallplate finishes; factory pre-marked wallplates.

1.3 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2023.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2023.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2024.

E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.

B. Sequencing:

1. Do not conceal items to be identified in locations such as suspended ceilings, until identification products have been installed.

2. Do not install identification products until final surface finishes and painting are complete.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.

B. Shop Drawings: Provide schedule of items to be identified indicating proposed designations, materials, legends, and formats.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

1.7 FIELD CONDITIONS

A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.1 IDENTIFICATION REQUIREMENTS

A. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.

a. Switchboards:

1) Identify ampere rating and name.

2) Identify voltage and phase.

3) Identify power source and circuit number. Include location when not within sight of equipment.

4) Use identification nameplate to identify main overcurrent protective device.

5) Use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.

b. Panelboards:

1) Identify ampere rating and name.

2) Identify voltage and phase.

3) Identify power source and circuit number. Include location when not within sight of equipment.

4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.

5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Identify spares and spaces.

c. Transformers:

1) Identify kVA rating and name.

2. Service Equipment:

a. Use identification nameplate to identify each service disconnecting means.

3. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.

a. Service equipment.

b. Industrial control panels.

c. Motor control centers.

d. Elevator control panels.

e. Industrial machinery.

4. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.

    a. Minimum Size: 3.5 by 5 inches.

    b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.

B. Identification for Conductors and Cables:

1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.

2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

3. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:

    a. At each source and load connection.

    b. Within boxes when more than one circuit is present.

    c. Within equipment enclosures when conductors and cables enter or leave the enclosure.

4. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.

C. Identification for Raceways:

1. Use voltage markers to identify highest voltage present for accessible conduits at maximum intervals of 20 feet.

2. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify circuits enclosed for accessible conduits at wall penetrations, at floor penetrations, at roof penetrations, and at equipment terminations when source is not within sight.

3. Use identification labels, handwritten text using indelible marker, or plastic marker tags to identify spare conduits at each end. Identify purpose and termination location.

4. Use underground warning tape to identify underground raceways.

D. Identification for Boxes:

1. Use voltage markers to identify highest voltage present.

2. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.

a. For exposed boxes in public areas, use only identification labels.

E. Identification for Devices:

1. Wiring Device and Wallplate Finishes: Comply with Section 262726.

2. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.

a. For receptacles in public areas or in areas as directed by Architect, provide identification on inside surface of wallplate.

3. Use identification label or engraved wallplate to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

F. Identification for Luminaires:

1. Use permanent red dot on luminaire frame to identify luminaires connected to emergency power system.

2.2 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:

1. Materials:

    a. Indoor Clean, Dry Locations: Use plastic nameplates.

    b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.

2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.

    a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.

3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.

4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.

5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:

1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.

2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:

1. Minimum Size: 1 inch by 2.5 inches.

2. Legend:

    a. Equipment designation or other approved description.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height:

    a. Equipment Designation: 1/2 inch.

    b. Other Information: 1/4 inch.

5. Color:

a. Normal Power System: White text on black background.

D. Format for Caution and Warning Messages:

1. Minimum Size: 2 inches by 4 inches.

2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 1/2 inch.

5. Color: Black text on yellow background unless otherwise indicated.

E. Format for Receptacle Identification:

1. Minimum Size: 3/8 inch by 1.5 inches.

2. Legend: Power source and circuit number or other designation indicated.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch.

5. Color: Black text on clear background.

F. Format for Control Device Identification:

1. Minimum Size: 3/8 inch by 1.5 inches.

2. Legend: Load controlled, or other designation indicated.

3. Text: All capitalized unless otherwise indicated.

4. Minimum Text Height: 3/16 inch.

5. Color: Black text on clear background.

2.3 WIRE AND CABLE MARKERS

A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.

B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.

C. Legend: Power source and circuit number or other designation indicated.

D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.

E. Minimum Text Height: 1/8 inch.

F. Color: Black text on white background unless otherwise indicated.

2.4 VOLTAGE MARKERS

A. Markers for Conduits: Use factory pre-printed self-adhesive vinyl, self-adhesive vinyl cloth, or vinyl snap-around type markers.

B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

C. Minimum Size:

1. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.

2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.

3. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

D. Legend:

1. Markers for Voltage Identification: Highest voltage present.

E. Color: Black text on orange background unless otherwise indicated.

2.5 UNDERGROUND WARNING TAPE

A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.

B. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.

C. Legend: Type of service, continuously repeated over full length of tape.

D. Color:

2.6 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:

1. Materials:

2. Minimum Size: 7 by 10 inches unless otherwise indicated.

C. Warning Labels:

1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.

2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.

3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.1 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.2 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:

1. Surface-Mounted Equipment: Enclosure front.

2. Flush-Mounted Equipment: Inside of equipment door.

3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.

4. Elevated Equipment: Legible from the floor or working platform.

5. Branch Devices: Adjacent to device.

6. Interior Components: Legible from the point of access.

7. Conduits: Legible from the floor.

8. Boxes: Outside face of cover.

9. Conductors and Cables: Legible from the point of access.

10. Devices: Outside face of cover.

C. Install identification products centered, level, and parallel with lines of item being identified.

D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.

G. Mark all handwritten text, where permitted, to be neat and legible.

3.3 FIELD QUALITY CONTROL

A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

SECTION 26 0583
WIRING CONNECTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Electrical connections to equipment.

1.2 REFERENCE STANDARDS

A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).

B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

2. Determine connection locations and requirements.

B. Sequencing:

1. Install rough-in of electrical connections before installation of equipment is required.

2. Make electrical connections before required start-up of equipment.

1.4 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

1. Colors: Comply with NEMA WD 1.

2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install terminal block jumpers to complete equipment wiring requirements.

I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 260802
INSTALLATION & ACCEPTANCE TESTING OF ELECTRICAL SYSTEMS

PART 1 INTRODUCTION

1.1 TITLE 24 REQUIRES THE COMPLETION OF ALL APPLICABLE CERTIFICATES OF INSTALLATION AND CERTIFICATES OF ACCEPTANCE FOR LIGHTING SYSTEMS. THIS SHALL INCLUDE INDOOR AND OUTDOOR LIGHTING SYSTEMS.

1.2 RELATED DOCUMENTS

A. Contract drawings and specifications, general provisions of the contract, including general and supplementary conditions, electrical provisions and Division-1 Specification sections apply to work of this section.

1.3 DESCRIPTION OF WORK

A. Complete all Title 24 required Certificate(s) of Installation (NRCI) and Certificate(s) of Acceptance (NRCA) to be completed per the contract documents.

1.4 RESPONSIBILITIES OF INSTALLING CONTRACTORS

A. General Contractor (GC)

1. Ensure that all contractors identified as the contractor responsible for acceptance testing and completion of the Title 24 Certificate(s) of Acceptance are certified by the State of California or its designated body to conduct each respective test.

B. Electrical Contractor (EC)

1. Verify proper installation and performance of all electrical services provided.

2. Meet with acceptance tester at beginning of construction to review project requirements.

3. Complete Title 24 Certificate(s) of Installation and manufacturer’s pre-start checklists prior to scheduling startup/programming of lighting control equipment.

a. Retain Certificate(s) of Installation in a 3-ring binder in an organized fashion. Binder is to remain on the job site

b. Make Certificate(s) of Installation available for building inspector’s review.

c. Retain calibration records for equipment provided with manufacturer calibrated sensors in the Certificate(s) of Installation binder.

d. Correct labeling of all circuits with connected equipment.

4. Complete the Certificate(s) of Acceptance per the contract documents.

a. The company installing the lighting systems must be an authorized Lighting Controls Acceptance Test Employer certified by a Lighting Controls Acceptance Test Technician Certification Provider or include in their bid the cost of retaining and overseeing a contractor who is an authorized Lighting Controls Acceptance Test Employer to complete the acceptance testing.

b. All required acceptance testing must be completed by a Lighting Controls Acceptance Test Technician employed by the Lighting Controls Acceptance Test Employer. The acceptance tester shall be present for all commissioning efforts.

c. Retain Certificate(s) of Acceptance in a 3-ring binder in an organized fashion. Binder is to remain on the job site

d. Upload all Certificate(s) of Acceptance to the California Title 24 Certificates of Acceptance database, if, at the time of project completion, the database is available to the public.

5. Successful completion of the required Acceptance Tests is the responsibility of the installing contractor. Any costs associated with modifications necessary to obtain compliance and re-testing of systems shall be included in the base bid of this project.

END OF SECTION

SECTION 26 2726
WIRING DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Wall switches.

B. Receptacles.

C. Wall plates and covers.

1.2 RELATED REQUIREMENTS

A. Section 26 0533.16 - Boxes for Electrical Systems.

B. Section 26 0553 - Identification for Electrical Systems: Identification of products and requirements.

1.3 REFERENCE STANDARDS

A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2014h (Validated 2022).

B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush Mounted (General Specification); 2017g (Validated 2023).

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).

F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.

G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

J. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.

2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.

3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.

4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.

5. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

B. Sequencing:

1. Do not install wiring devices until final surface finishes and painting are complete.

1.5 SUBMITTALS

A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

1. Wall Dimmers: Include derating information for ganged multiple devices.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.1 WIRING DEVICES - GENERAL REQUIREMENTS

A. Provide wiring devices suitable for intended use with ratings adequate for load served.

2.2 MANUFACTURERS

A. Hubbell Incorporated: www.hubbell-wiring.com.

B. Leviton Manufacturing Company, Inc: www.leviton.com.

C. Lutron Electronics Company, Inc: www.lutron.com.

D. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us

2.3 WIRING DEVICE FINISHES

A. Provide wiring device finishes as described below unless otherwise indicated.

B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.

C. Wiring Devices Installed in Finished Spaces: White with white nylon wall plate.

D. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.

E. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

2.4 WALL SWITCHES

A. Manufacturers:

1. Hubbell Incorporated: www.hubbell.com/#sle.

2. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.

3. Pass & Seymour, a brand of Legrand North America, Inc : www.legrand.us/#sle.

B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

C. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.5 RECEPTACLES

A. Manufacturers:

1. Hubbell Incorporated: www.hubbell-wiring.com.

2. Leviton Manufacturing Company, Inc: www.leviton.com.

3. Lutron Electronics Company, Inc; Designer Style: www.lutron.com/#sle.

4. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us

B. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.

2. NEMA configurations specified are according to NEMA WD 6.

C. Convenience Receptacles:

1. Standard Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.

2. Automatically Controlled Convenience Receptacles: Industrial specification grade, 20A, 125V, NEMA 5-20R; controlled receptacle marking on device face per NFPA 70; single or duplex as indicated on the drawings.

D. GFCI Receptacles:

1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.

2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.

3. Weather Resistant GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that final surface finishes are complete, including painting.

E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

F. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of wiring devices provided under this section.

1. Mounting Heights: Unless otherwise indicated, as follows:

a. Wall Switches: 48 inches above finished floor.

b. Receptacles: 18 inches above finished floor or 6 inches above counter.

2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.

3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.

4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.

5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.

I. Where split-wired duplex receptacles are indicated, remove tabs connecting top and bottom receptacles.

J. Install wiring devices plumb and level with mounting yoke held rigidly in place.

K. Install wall switches with OFF position down.

L. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

M. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

N. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

O. Identify wiring devices in accordance with Section 26 0553.

3.4 FIELD QUALITY CONTROL

A. Inspect each wiring device for damage and defects.

B. Operate each wall switch with circuit energized to verify proper operation.

C. Test each receptacle to verify operation and proper polarity.

D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.5 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.6 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 26 5010
SOLID STATE (LED) LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior and exterior luminaires and accessories.
   2. Drivers.
   3. Luminaire accessories.

B. Substitutions:
   1. Or approved equal if permitted in Section 01 6000 - Product Requirements: Product options and substitutions.

C. Related Documents: The Contract Documents, as defined in Section 01 1000 - Summary of Work, apply to the work of this section. Additional requirements and information necessary to complete the work of this section may be found in other documents.

D. Related Sections:
   1. Section 26 0500 – Electrical.

1.2 REFERENCES

E. American National Standards Institute (ANSI):

F. National Electrical Manufacturers Association (NEMA):
   1. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

G. As specified in Section 26 0500 – Electrical.

1.3 SUBMMITALS

A. Section 01 3300 – Submittal Procedures: Procedures for submittals.

B. As specified in Section 26 0500 – Common Work Results for Electrical.
   1. Product Data: Provide dimensions, ratings, and performance data for each fixture specified.
   2. Assurance/Control Submittals:
      a. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of Product.

C. Section 01 7704 - Closeout Procedures and Training: Procedures for closeout submittals:
   1. Operation and Maintenance Data: Submit manufacturer's operation and maintenance instructions for each type of fixture.

1.4 QUALITY ASSURANCE

A. As specified in Section 26 0500 - Common Work Results for Electrical.

1.5 MAINTENANCE

A. Section 01 7704 - Closeout Procedures and Training: Procedures for closeout submittals.

B. Extra Products: At completion of installation, deliver to Engineer. Two of each luminaire lens type.

1.6 WARRANTY

A. Comply with Division 1 requirements.

B. General Warranty: Special warranty specified in this Section shall not deprive the City of other Rights the City may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by this Contractor under requirements of the Contract Documents.

C. Special Warranty for LEDs and Drivers: Manufacturers standard form in which manufacturer of LED’s and drivers agrees to replace components that fail in materials or workmanship within specified warranty period.
   1. LED arrays: 10 years from date of Beneficial Occupancy.
   2. Drivers: 10 years from date of Beneficial Occupancy.

PART 2 - PRODUCTS

2.1 LED LUMINAIRES

A. General: Except as otherwise indicated, provide LED luminaries, of types and sizes indicated on fixture schedules. Furnish and install LED light fixture with permanently-fixed LED lamp module, complete with dedicated LED drivers and required mounting hardware. Prior to ordering fixtures, verify mounting methods and finishes.

B. Luminaries to be provided under this scope include the following:
   1. Alcon 4’ LED Pendant Mount 12100-40-P, or OWNER approved equal.
   2. Alcon 4’ LED Recessed Lay-In Mount 12100-40-R, or OWNER approved equal.
   3. Alcon 4’ LED Surface Mount 12100-40-S, or OWNER approved equal.
   4. Williams 4’ LED Surface Mount 75R-4-L50/835-QS-DIM-UNV, or OWNER approved equal.
   5. Alcon LED Square Trim Recessed Downlight Fixture 14083-16-30K, or OWNER approved equal.
   6. Alcon 12”x12” Exterior LED Wall Pack 16009-26W-35K, or OWNER approved equal.
   7. Surelites Exit Signage CAR717000R, or OWNER approved equal.

C. Material and specifications for each luminaire are as follows:
   1. Each luminaire shall consist of an assembly that utilizes LEDs as the light source. In addition, a complete luminaire shall consist of a housing, LED array, and electronic driver (power supply).
   2. Each luminaire shall be rated for a minimum operational life of 50,000 hours at an average operating time of 12.0 hours per day. This life rating must be conducted at 40°C ambient temperature.
   3. The rated operating temperature range shall be -30°C to +40°C.
   4. Each luminaire can operate above 100°F [37°C], but not expected to comply with photometric requirements at elevated temperatures.
   5. Photometry must be compliant with IESNA LM-79 and shall be conducted at 25°C ambient temperature.
   6. The individual LEDs shall be constructed such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.
   7. Luminaire shall be constructed such that LED modules may be replaced or repaired without replacement of whole luminaire.
   8. Each luminaire shall be listed with Underwriters Laboratory, Inc. under UL1598 for luminaires, or an equivalent standard from a nationally recognized testing laboratory.

PART 3 - EXECUTION

3.1 EXAMINATION

As specified in Section 26 0500 - Common Work Results for Electrical.

3.2 INSTALLATION

A. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement. Outlet box for ceiling mounted exit signs: Connect to rigid conduit system.

B. Install accessories furnished with each luminaire.

C. Bond products and metal accessories to branch circuit equipment grounding conductor.

3.3 FIELD QUALITY CONTROL

A. As specified in Section 26 0500 - Common Work Results for Electrical.

B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.4 ADJUSTING

A. Aim and adjust luminaires as directed by the Engineer.

3.5 CLEANING

A. Conform to Section 017300 - Execution: Cleaning installed work.

B. Clean electrical parts to remove conductive and deleterious materials.

C. Remove dirt and debris from enclosures.

D. Clean photometric control surfaces as recommended by manufacturer.

E. Clean finishes and touch up damage.

F. Replace any fixtures that are defective or flickers, just prior to Final Acceptance.

END OF SECTION

SECTION 26 5600
EXTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Exterior luminaires.

1.2 RELATED REQUIREMENTS

A. Section 26 0529 - Hangers and Supports for Electrical Systems.

B. Section 26 0533.16 - Boxes for Electrical Systems.

1.3 REFERENCE STANDARDS

A. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products; 2019.

B. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources; 2021.

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

D. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2000 (Reaffirmed 2006).

E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. UL 1598 - Luminaires; Current Edition, Including All Revisions.

G. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.4 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.5 SUBMITTALS

A. Shop Drawings:

1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.

2. Provide photometric calculations where luminaires are proposed for substitution upon request.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.

1. LED Luminaires:

a. Include estimated useful life, calculated based on IES LM-80 test data.

C. Samples:

1. Provide one sample(s) of each luminaire proposed for substitution upon request.

1.6 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years' documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.

B. Keep products in original manufacturer's packaging and protect them from damage until ready for installation.

1.8 WARRANTY

A. Provide a five-year manufacturer warranty for all LED luminaires, including drivers.

PART 2 PRODUCTS

2.1 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

2.2 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings, and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

G. LED Luminaires:

1. Components: UL 8750 recognized or listed as applicable.

2. Tested in accordance with IES LM-79 and IES LM-80.

3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.

C. Verify that suitable support frames are installed where required.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.3 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of luminaires provided under this section.

B. Install products in accordance with manufacturer's instructions.

C. Install luminaires in accordance with NECA/IESNA 501.

D. Provide required support and attachment in accordance with Section 260529.

E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

F. Install accessories furnished with each luminaire.

G. Bond products and metal accessories to branch circuit equipment grounding conductor.

H. Install lamps in each luminaire.

3.4 FIELD QUALITY CONTROL

A. Inspect each product for damage and defects.

B. Operate each luminaire after installation and connection to verify proper operation.

C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.5 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

3.6 CLEANING

A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.7 CLOSEOUT ACTIVITIES

A. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.

B. Just prior to Substantial Completion, replace all lamps that have failed.

3.8 PROTECTION

A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

SECTION 32 1313
CONCRETE PAVING

PART 1: GENERAL

1.1 DESCRIPTION

A. The General Provisions shall apply to all miscellaneous concrete work operations. Provide labor, materials, tools, transportation, equipment, and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections:
Section 03 1000: Concrete Formwork
Section 03 3053: Miscellaneous Concrete
Section 32 8400: Irrigation

C. The Standard Specifications for Public Works Construction, "Greenbook," latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook," unless otherwise determined by the Engineer.

D. Definitions.
1. City: City of Carson
2. Engineer: City Engineer, or the City Engineer's designated representative.
3. ASTM: American Society of Testing Materials

1.2 QUALITY ASSURANCE

A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. Material quality standards and testing procedures shall be in accordance with all ASTM standards and testing procedures and shall be the latest requirements.

1. All tests shall be made by a testing laboratory acceptable and approved by the Engineer.

2. One mechanical analysis and one decantation test shall be made of the sand and coarse aggregate proposed for the work.

E. Reinforcing Steel: All steel shall be Grade 60 billet steel conforming to ASTM A-615.

F. Reinforcement shall be as indicated in the latest version of the soils report. The soils report shall take precedence over the construction drawings. Steel reinforcement indicated in construction details is for reference only.

1.3 SUBMITTALS:

A. Shop Drawings: Submit dimensioned layout plan locating all joints for all concrete slabs. Construction and isolation joints shall be in accordance with the requirements of the latest version of the soils report.

B. Samples: At a location acceptable to the Engineer, the Contractor shall Prepare minimum 4-foot square samples of each required slab to demonstrate methods used for construction of natural color concrete with medium broom finish using material, workmanship, and joint treatments to be used throughout the project. The sample shall include a transverse isolation joint, scoring, and edging.

PART 2: PRODUCTS

2.1 MATERIALS

A. Concrete for flatwork shall be as indicated on the construction material schedule located in the construction documents. Concrete flatwork shall have a minimum compressive strength at 28 days of 3000 psi, unless indicated otherwise in the Construction Documents.

B. Concrete for Splash Pad to be 6” thick. Concrete pad to have required contraction or doweled isolation joints every 18’ x 18’ and saw cut control joints at 6’. Provide thicken profile at edge of pad and at each structure/embed. Concrete to have waterproofing admix, Xypex or approved equal

C. Concrete for Splash pad dry zone to be 5’ wide apron, 3250 psi around perimeter of splash pad w/ drains. Dry zone concrete to be 5” thick, reinforced with W6 on 4”x”4 spacing or #4 bars spaced at 12” O.C. each way. Apron to include concealed expansion joint at perimeter edge of splash pad and saw-cut joints. Concrete to have waterproofing admix, Xypex or approved equal.

D. Portland Cement shall be Type V, low alkali, and shall conform to ASTM C150.

E. Waterproofing Admixture shall be Xypex Admixture C-500 cementitious waterproofing or approved equal. Water proofing admixture shall be added at the time of batching.

F. Top-Cast Decorative Finish System, by Dayton Superior or approved equal. Store products per manufacturer instructions.

G. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded and selected from a source that has a proven history of non-reactivity. Maximum aggregate size shall be 3/4 inch.

H. Fine aggregate shall consist of washed natural sand having hard, strong, and durable particles and which does not contain more than 2% by weight of clay, loam, shale, alkali, organic matter, or other deleterious substances.

I. Coarse aggregate shall consist of clean, hard, fine grained, sound crushed rock or gravel, which does not contain more than 5% by weight of flat, chip-like, thin, elongated, friable or laminated pieces. Any piece having a major dimension more than two and one-half (2 1/2) times the average thickness and which will adversely affect the strength of the concrete shall not be used.

J. Water shall be clean and free from deleterious amounts of acids, alkalis, and organic materials.

K. Each component of the concrete flatwork shall be supplied from the same source for the entire project.

2.2 PROPORTIONS AND MIXING

A. The concrete shall be composed of cement, sand and coarse aggregate in the proportions as determined by the testing laboratory. Cost of mix design shall be borne by Contractor.

B. Slump: Adjust quantity of water so concrete at time of placing does not exceed the following slumps when tested according to ASTM C143. Use the minimum water necessary for workability required by part of structure being cast.

Part of Structure	Maximum Slump Inches	Maximum Water-Cement Ratio
Footings, foundation walls, and mass concrete, not reinforced	4	0.6
Slabs on grade, reinforced and non-reinforced	3	0.45
Reinforced concrete over 8” thick	4	0.5
Reinforced concrete 8” or less thick	4-1/2	0.5
All other concrete	4	0.5

C. The concrete shall be mixed as follows:
   1. Each transit mixer shall be equipped with automatic devices for recording the number of revolutions of the drum prior to completing the mixing, with peripheral drum speed of approximately 200 feet per minute.
   2. Transit-mix concrete shall be mixed for a period of not less than ten (10) minutes. At least three (3) minutes of the mixing period shall be immediately prior to discharging at the job.
   3. Transit-mix concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two (2) gallons of water per cubic yard shall be withheld, and may be incorporated in the mix, before the concrete is discharged from the mixer truck.
   4. The concrete, at time of placing, shall be in such condition that it can be properly placed.

2.3 SAWCUT BLADES

A. Sawcut blade type to be 3/16” wide blade(s) by Ebbert Company (714) 437-5000 or approved equal.

PART 3: EXECUTION

3.1 SURFACE PREPARATION

A. Prepare surface in accordance with the latest version of the geotechnical soils report.

3.2 EDGE FORMS

A. Place form work in accordance with the Concrete Formwork section of the specifications. See related sections.

3.3 PLACING REINFORCEMENT

A. Comply with Concrete Reinforcing Steel Institute’s recommended practice for “Placing Reinforcing Bars” for placing and supporting reinforcement.

B. Place reinforcement in accordance with the latest version of the geotechnical soils report.

C. Clean reinforcement of loose rust and mill scale, earth, ice, and other bond-reducing materials.

D. Arrange, space, and securely tie bars and bars supports to hold reinforcement in position during concrete placement. Maintain minimum cover over reinforcement.

F. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement.

G. Provide necessary chairs or supports and maintain position of reinforcing bars.

H. Reinforcement to be placed and approved by the engineer prior to pouring of concrete.

3.4 PLACING CONCRETE

A. Before the placing of any concrete, all forms shall be thoroughly cleaned and wet. Concrete shall be poured into forms immediately after it is mixed, so that no separation will occur. No concrete which has stood for more than fifteen (15) minutes after leaving the mixer shall be used. Concrete shall be rejected if not placed in final position within ninety (90) minutes after water is first added to the batch.

B. Maximum free drop of concrete shall not be more than 5’-0”. Use tremies in deep sections.

C. The location of all stoppages shall be approved by the Engineer.

D. The flow surface of the freshly poured concrete shall be level whenever any pour is stopped, and tight dams shall be built as necessary to accomplish this result. Construction joints shall be made only when unavoidable, and then only at the point determined by the Engineer. Details of such joints shall be directed by the Engineer.

E. Before the placing of any concrete, the surface of the previously poured concrete shall be clean, wet, and free of oil or any other contamination.

F. Install concrete finish work true to lines, dimensions, levels, and finish with smooth unblemished surfaces for exterior finishes specified on Plans.

G. Remove and replace defective concrete work with new materials. Permission to patch any defective area shall not be a waiver of the right of the City to require complete removal of defective work if patching does not restore quality and appearance of work.

H. No advertising impression, stamp, or mark of any description will be permitted on the surface of concrete finish.

3.5 CONCRETE FINISH

A. Compact and tamp concrete as specified to bring 3/8” of mortar to surface, wood float to straight edges and screeds, and apply following finishes. Do not use steel or plastic floats of any kind for initial floating operations. Unless otherwise specified, do not apply finishes until surface water disappears and surface is sufficiently hardened. Remove any bleed water and laitance as it appears.

B. Top-Cast finish contractor to have 10 years’ experience of using top-cast product.

C. Apply top-cast uniformly per manufacturer directions.

3.6 ISOLATION AND CONTROL JOINTS

A. Isolation joint material shall be as noted on the Plans.

B. Locate expansion and control joints to least impair the strength and appearance of the structure. In no case place an intersecting construction joint in such a way that two intersecting walks are separated by a construction or control joint at the point of intersection. Transition curves shall be part of a continuous pour of the intersection slab.

1. Isolation joints shall be a maximum of twenty feet (20’) apart, with control joints a maximum of ten feet (10’) apart or ten feet (10’) from isolation joints. Exception to this is specialty work joints which will be laid out as shown on the Plans.

2. The Contractor shall obtain the Engineer’s approval of layout showing proposed location of joints before pouring concrete.

C. Caulking of isolation joints were called for on the Plans shall be done with a non-tracking, multi-part flow type, self-leveling, polyurethane sealant manufactured by Chem-Seat, Grace, 3-H or approved equivalent. Apply silica sand, 100% coverage, to joints before joint sealant has cured. Remove excess sand after joint sealant has fully cured.

1. Color shall match the color of the concrete where the isolation joint occurs unless shown otherwise on the plans.

2. Caulking shall be done by an experienced applicator in a workmanlike manner, in smooth straight runs, after thoroughly cleaning and priming joints.

3. All work shall be done in strict accordance with manufacturer's printed recommendations. Do not permit traffic to travel over seated joints until sealer is fully cured.

D. Sawcut Joints

1. Install sawcut joints as shown on the Drawings using acceptable mechanical concrete saw (no Skill saws) with a new diamond-tipped blade as soon as concrete surface is sufficiently firm not to be torn, damaged by the blade, or cause spalling of the finish. Install sawcut control joints within 48 hours from time of placement.

2. Cut all sawcut joints to a uniform depth and width as called out on the Drawings. All joints shall be clean, smooth, and straight. Use forms or templates as required to achieve a consistent plumb and straight quality. Joints shall end cleanly at edge of slab and shall not extend into adjacent concrete pours.

3. A small radius blade (hand saw) shall be used to extend depth of cut to bring sawcut joints to within ½ of vertical surfaces and connect to perpendicular sawcut joints. Overlapping of sawcut joints into adjacent concrete panels or bands or wavy joint lines are not acceptable and will be rejected. Mis-jointed panels will be rejected.

4. Forming: Form joints and other edges in the fresh concrete using an edging tool to provide a smooth uniform impression for saw cutting. Strike all edges before and after brooming.

5. Sawcut: Sawcut with 3/16-inch-wide saw blades to a depth of ⅓ of the concrete thickness for control or construction joints, or as shown on the drawings.

3.7 QUALITY CONTROL

A. Smoothness tolerance of exterior concrete finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a 10' straight edge laid in any direction, with an allowable tolerance of 1/8 inch.

Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.

B. Inspections will be provided, as necessary. Call for inspection two (2) working days prior to need.

C. The Contractor shall call for inspection during specific phases of construction. They shall include:

1. All form work prior to pouring.
2. Subgrade prior to pouring.

D. Contractor shall notify the Engineer twenty-four (24) hours prior to pouring any concrete.

E. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

3.8 TESTING

A. Compression tests of concrete shall be made as required by the Building Code except that compression tests of any grade of concrete shall be made whenever the quantity of that grade used in the project exceeds 25 cubic yards. At least two identical cylinders of each grade of concrete shall be taken of each 100 cubic yards of concrete or fraction thereof placed in the work. The cylinders shall be tested in a testing laboratory and test reports submitted to the City.

B. Storage of test cylinders on the site and after delivery to the testing shall be in accordance with ASTM Designation C31.

1. Should the strength by test fail, the mix shall be adjusted so that the resulting concrete shall comply with the minimum requirements, and all additional expense resulting from such adjustment shall be borne by the Contractor.

2. Should the strength of any grade by test fall below minimum, concrete from the defective pours which is in place may be tested by the core method. If such tests show the concrete to be defective, the concrete shall be removed and replaced or adequately strengthened as required under the governing Code. All expenses involved shall be borne by the Contractor.

3. Testing of concrete shall be at the discretion of the Engineer.

END OF SECTION

SECTION 32 1373
JOINT SEALANTS

PART 1: GENERAL

1.1 GENERAL CONDITIONS

A. The requirements of the “General Conditions of the Contract” and of Division 1, “General Requirements”, shall apply to all work in this Section with the same force and effect as though repeated in full herein.

1.2 DESCRIPTION OF WORK

A. Furnish all materials, labor, transportation, services, and equipment necessary to install landscape joint sealants as indicated on Drawings and as specified herein.

B. Related Sections:
Section 03 1000: Concrete Formwork
Section 03 3053: Miscellaneous Concrete
Section 32 1313: Concrete Paving

C. The Standard Specifications for Public Works Construction, “Greenbook,” latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the “Greenbook,” unless otherwise determined by the City.

D. Definitions:
1. City: City of Carson
2. Engineer: City Engineer, or the City Engineer’s designated representative.
3. ASTM: American Society of Testing Materials.

E. All vendors, suppliers, and manufacturer’s representatives and the associated addresses, phone, and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.3 REFERENCES

AAMA 800 - Specifications and Tests Methods for Sealants.
AAMA 850 - Fenestration Sealants Guide Manual.
ASTM C 661 - Indentation Hardness of Elastomeric Type Sealants by Mean of Durometer.
ASTM C 790 - Use of Latex Sealants.
ASTM C 804 - Use of Solvent-Release Type Sealants.
ASTM C 834 - Latex Sealing Compounds.
ASTM C 919 - Use of Sealants in Acoustical Applications.
ASTM C 920 - Elastomeric Joint Sealants.

ASTM C 962 - Use of Elastomeric Joint Sealants.
ASTM C 1085 - Butyl Rubber-Based Solvent-Release Sealants.
ASTM C 1193 - Standard Guide for Use of Joint Sealants.
ASTM D 1565 - Standard Specification for Flexible Cellular Materials--Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
ASTM D 1667 - Standard Specification for Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).
Fed. Spec. TT-S-001543 Sealing Compound: Silicone Rubber Base.
Fed. Spec. TT-S-001657 - Sealing Compound Single Component, Butyl Rubber Based, Solvent Release Type.
SWI: Sealants - The Professional's Guide.

1.4 SYSTEM PERFORMANCE

A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

1.5 SUBMITTALS

A. In accordance with Division 1.

B. Submit a list of sealants used, data sheets indicating sealant chemical characteristics, manufacturer’s instructions, performance criteria, substrate preparation, limitations, and color availability. Submit which type of sealant installation system proposed for each condition to fulfill sealing requirements.

C. Samples:

1. Submit two samples of each sealant type and color specified for use on project for review and approval by the Engineer.

2. Match sealant color with adjacent paving color. Provide colors from manufacturer’s standard or extended color palette, however, the Engineer’s will not be limited to manufacturer’s standard or extended color palette.

3. Unavailability of a specified color in conjunction with a manufacturer’s product requires providing a product of another specified manufacturer in which designated color is available.

1.6 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing Work of this Section with a minimum of 5 years' documented experience.

B. Coordination with Other Trades the installation of sealant and caulking materials of this section with adjacent work of other trades.

C. Obtain manufacturer's local representative supervision for the following:

1. Inspection of Work just prior to start of sealant application.
2. Provide initial instruction at start of Work, to ensure that physical conditions which could result in defective work are properly corrected before materials are applied.
3. Instruct personnel in correct procedures.
4. Verify that proper procedures are being followed.
5. Notify manufacturer at least 72 hours prior to time it is required.
6. Failure or refusal of manufacturer's local representative to provide inspection and supervision required by this Section constitutes grounds for non-acceptability of materials manufactured by it even though such materials have been specified or approved.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to Project in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, and lot number.

B. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity.

1.8 PROJECT CONDITIONS

A. Conform to sealant manufacturers' recommendations for temperatures (ambient, surface and material), moisture, humidity, and similar factors that affect installation of joint sealant materials.

B. Install joint sealant materials at times when temperatures of surface materials are approximately at median of service temperature extremes.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.10 COORDINATION

A. Coordinate Work with sections of work referenced in this Section.

1.11 WARRANTY

A. Include coverage for installed sealants and accessories which fail to achieve airtight seal, watertight seal, exhibit loss of adhesion, cohesion, or do not cure for a period of 5 years from date of Final Acceptance by the Owner's Authorized Representative.

PART 2: PRODUCTS

2.1 SEALANT TYPES

A. Type 1 (vertical joint applications):

1. Two-part, non-sag polyurethane sealant conforming to ASTM C 920, Type M, Grade NS, Use NT, M, A, and O for non-traffic, vertical applications not subject to service temperatures in excess of 150°F. or joint movement in excess of ±50%.

2. Acceptable Manufacturer's:
a. Vulkem 922; Mameco International, Inc.
b. Dynatrol II; Pecora Corp.
c. Sikaflex-2C NS; Sika Corporation.
d. Sonolastic NP 2; Sonneborn Building Products.
e. Dymeric 511; Tremco.

B. Type 3 (horizontal joint applications): Two-part, non-sag polyurethane sealant conforming to ASTM C 920-87, Type M, Grade NS, Class 25, Use T, M, A.

1. Acceptable Manufacturer's:
a. Dynatred; Pecora Corp.
b. Vulkem 227; Vulkem Corp.
c. THC-901; Tremco.
d. 2C; Sika Corporation.
e. Sonolastic SL-2; Sonneborn Building Products.

2.2 ACCESSORY MATERIALS

A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

B. Masking Tape: Provide masking tape on horizontal surfaces prior to installing sealant.

1. Acceptable Manufacturers:
   a. 3M; Longmask.

C. Primer: Non-staining type, recommended by sealant manufacturer to suit application.

D. Backer Rod:

1. Horizontal Joints: 9 lb. density, non-gassing, closed-cell polyethylene rod. Oversize rod to 25 to 30% of joint width.

2. Vertical Joints: 2 lb. density, non-gassing, closed-cell polyethylene rod. Oversize rod to 25 to 30% of joint width.

3. Acceptable Manufacturers:
   a. Sof-Rod; Sonneborn Building Products.
   b. Dual Rod; Nomaco.
   c. NMC Sof Rod; ITP.

PART 3; EXECUTION

3.1 EXAMINATION

A. Verify that substrate surfaces and joint openings are ready to receive Work.

B. Verify that backer rod and bond breaker tape are compatible with sealant.

3.2 JOINT PREPARATION

A. Remove loose materials and foreign matter from joint which might impair adhesion of backer rod and sealant.

B. Clean and prime joints in accordance with manufacturer's instructions. Do not spill primer onto visible concrete. Immediately wipe off primer if spilling occurs.

3.3 BACKER ROD INSTALLATION

A. Allow primer to dry before installing backer rod.

B. Measure joint dimensions and size backer rod to be larger than 25 to 30% of the joint to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer.

C. Do not leave gaps between ends of backer rod.

D. Do not stretch, twist, puncture, or tear backer rod.

3.4 SEALANT INSTALLATION

A. Provide masking tape along joint edges prior to installing sealant.

B. Install sealant in accordance with sealant manufacturer's instructions.

C. Install sealant by proven techniques that result in sealant directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes, and depths relative to joint widths that allow optimum sealant movement capability.

D. Install sealants at same time sealant backings are installed.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

G. Tooling:

1. Tool joints concave.
2. Immediately after sealant application and prior to time curing begins, tool sealant to form smooth, uniform beads, eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint.
3. Remove excess sealant from adjacent joint surfaces.
4. Do not use tooling agents that discolor sealant or adjacent surfaces or are not approved by sealant manufacturer.

3.5 CLEANING

A. Clean adjacent soiled surfaces.

3.6 PROTECTION OF FINISHED WORK

A. Protect sealants until fully cured.

END OF SECTION

SECTION 32 1413
CONCRETE PAVERS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide all labor, materials, tools, transportation, and incidentals to provide and install Concrete Pavers and Bricks as indicated on the Plans and as herein specified.

B. Related Sections.

Section 03 1000:	Concrete Formwork
Section 03 3053:	Miscellaneous Concrete
Section 32 1313:	Concrete Paving

C. The Standard Specifications for Public Works Construction, "Greenbook," latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook," unless otherwise determined by the City.

D. Definitions.

1. City: City of Carson

2. Engineer: District Engineer, or the District Engineer's designated representative.

3. ASTM: American Society of Testing Materials

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone, and fax numbers on the Plans and in the Specification are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.2 QUALITY ASSURANCE

A. Paving Subcontractor Qualifications:

1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
2. Utilize an installer holding a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.

A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Mock-Ups:

1. Install a 7 ft x 7 ft paver area to demonstrate 4-piece random pattern.
2. Use this area to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern, color and texture of the job.
3. This area will be used as the standard by which the work will be judged.
4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
5. If mock-up is not retained, remove and properly dispose of mock-up.

1.3 REFERENCES

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

1. ASTM C 33, Standard Specification for Concrete Aggregates.
2. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.
3. ASTM C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
4. ASTM C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
5. ASTM C 144, Standard Specification for Aggregate for Masonry Mortar.
6. ASTM C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
7. ASTM C 979, Standard Specification for Pigments for Integrally Colored Concrete.
8. ASTM D 698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,000 ft-lbf/ft^3 (600 kN-m/m^3)).
9. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3)).
10. ASTM D 2940, Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

B. Interlocking Concrete Pavement Institute (ICPI):

1. ICPI Tech Spec Technical Bulletins

1.4 SUBMITTALS

A. In accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

B. Manufacturer’s drawings and details: Indicate perimeter conditions, relationship to adjoining materials and assemblies, concrete paver layout, patterns, color arrangement, installation and setting details.

C. Sieve analysis per ASTM C 136 for grading of bedding and joint sand.

D. Concrete pavers:

1. Four representative full-size samples of each paver type, thickness, color, and finish that indicate the range of color variation and texture expected in the finished installation.
2. Accepted samples become the standard of acceptance for the work.
3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
4. Manufacturer's certification of concrete pavers by ICPI as having met applicable ASTM standards.
5. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.

E. Paver Installation:

1. A copy of Subcontractor's current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.
2. Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

1.5 DELIVERY, STORAGE & HANDLING

A. General: Comply with Division 1 Product Requirement Section.

B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

C. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers packaging with identification labels intact.

1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
3. Unload pavers at job site in such a manner that no damage occurs to the product.

D. Storage and Protection: Store materials protected such that they are kept free from mud, dirt, and other foreign materials. Store concrete paver cleaners and sealers per manufacturer's instructions.

1. Cover bedding sand and joint sand with waterproof covering if needed to prevent exposure to rainfall or removal by wind. Secure the covering in place.

1.6 PROJECT/SITE CONDITIONS

A. Environmental Requirements:

1. Do not install sand or pavers during heavy rain
2. Do not install sand and pavers over frozen base materials.
3. Do not install frozen sand or saturated sand.
4. Do not install concrete pavers on frozen or saturated sand.

1.7 MAINTENANCE

A. Extra Materials: Provide 10% additional material for use by owner for maintenance and repair.

B. Extra material pavers shall be from the same production run as installed materials.

PART 2: PRODUCTS

2.1 CONCRETE PAVERS

A. Manufacturer:
Hanover Architectural Products or approved equal

2.2 PRODUCT SUBSTITUTIONS

a. Substitutes must be approved a minimum of 10 days prior to the date of the bid opening. The City will issue an addendum, stating that an alternate product or manufacturer is acceptable. An alternate product or manufacture will not be accepted without issuing a formal addendum.

Alternate suppliers shall meet the requirements of the specified product and shall provide proof of equivalency.

b. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Any costs and expenses associated with an approved substitution which affects other items of work, shall be sole responsibility of the Contractor.

2.3 JOINT SAND

A. Provide bedding and joint sand as follows:

1. Surebond joint stabilizing sealer SB-1300 or approved equal.

PART 3: EXECUTION

3.1 EXAMINATION

A. Acceptance of Site Verification of Conditions:

1. General Contractor shall inspect, accept, and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
   a. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
   b. Verify that geotextiles, if applicable, have been placed according to drawings and specifications.
   c. Verify that Aggregate base materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
   d. Provide written density test results for soil subgrade, aggregate base materials to the Owner, General Contractor and paver installation subcontractor.
   e. Verify location, type, and elevations of edge restraints, concrete collars around curbs.
2. Do not proceed with installation of bedding sand and concrete pavers until subgrade soil and base conditions are corrected by the General Contractor or designated subcontractor.

3.2 PREPARATION

A. Verify base is dry, certified by General Contractor as meeting material, installation, and grade specifications.

B. Verify that base is ready to support pavers and imposed loads.

3.3 INSTALLATION

A. Install Pavers in ¾” bed of sharp sand (conforming to ASTMC-33) applied over concrete slab base per plan detail/manufacturer’s instructions.
   1. Do not use bedding sand to fill depressions in the base surface.

B. Lay pavers in pattern shown on drawings. Place units’ hand tight without using hammers. Make horizontal adjustments to placement of laid pavers with rubber hammers and pry bars as required.

C. Provide joints between pavers between 1/16 in. and 3/16 in. wide. No more than 5% of the joints shall exceed 1/4 in. wide to achieve straight bond lines.

D. Joint (bond) lines shall not deviate more than ±1/2 in. over 50 ft. from string lines.

E. Fill gaps at the edges of the paved area with cut pavers or edge units.

F. All pavers requiring cutting will be cut using either a table or handheld quick saw equipped with a masonry blade in order to achieve a straight and uniform cut edge, or along a curve. *Pavers modified using a hammer or chisel will not be permitted.*

G. Cut pavers to fit within limits of walks and service road as indicated on the drawings.

H. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.

I. Spread, sweep, and compact dry joint sand into joints continuously per manufacturer's instructions.

J. Remove excess sand from surface when installation is complete.

M. Allow excess joint sand to remain on surface to protect pavers from damage from other trades. Remove excess sand when directed by Engineer.

N. Surface shall be broom clean after removal of excess joint sand.

3.4 FIELD QUALITY CONTROL

A. The final surface tolerance from grade elevations shall not deviate more than ±□3/8 in. under a 10 ft straightedge.

B. Check final surface elevations for conformance to drawings.

C. The surface elevation of pavers shall be 1/8 in. to 1/4 in. above adjacent drainage inlets, concrete collars, or channels.

D. Lippage: No greater than 1/16 in. difference in height between adjacent pavers.

3.5 PROTECTION

A. After work in this section is complete, the General Contractor shall be responsible for protecting work from damage due to subsequent construction activity on the site.

END OF SECTION

SECTION 32 3119
METAL FENCING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The contractor shall provide all labor, materials, and all necessary items for the installation of metal fencing specified in the project plans and specifications.

1.2 RELATED WORK

A. Section 03 3000 – Cast-in-Place Concrete
B. Section 03 3053 – Miscellaneous Concrete

1.3 SYSTEM DESCRIPTION

A. The manufacturer shall supply a total ornamental aluminum fencing system. The system shall include all components (i.e., pickets, posts, rails, gates, and hardware) required.

1.4 QUALITY ASSURANCE

A. The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and the materials specified.

1.5 REFERENCES

A. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
C. ASTM D523 - Test Method for Specular Gloss.
D. ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
E. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
F. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
G. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
H. ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
I. ASTM D6695 – Standard Practice for Xenon-Arc Exposures of Paint and Related Coatings
J. IBC 2018 1607.8.1 Handrails and Guards

1.6 SUBMITTAL

A. The manufacturer's submittal package shall be submitted prior to installation to confirm compliance with all requirements for materials specified in this section.

1.7 PRODUCT HANDLING AND STORAGE

A. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism, and theft.

PART 2 - MATERIALS

2.1 MANUFACTURER

A. The ornamental fence system shall be Echelon Plus 4-1/2’ tall 3 Rail Majestic manufactured by Ameristar Perimeter Security USA Inc. or approved equal.

2.2 MATERIAL

A. Aluminum material for fence framework (i.e., tubular pickets, rails and posts) shall conform to the requirements of ASTM B221. The aluminum extrusions for posts and rails shall be Alloy and Temper Designation 6005-T5. The aluminum extrusions for pickets shall be Alloy and Temper Designation 6063-T52.

B. Pickets shall be 3/4" square x .045" thick. Horizontal rails shall be 1-1/4" x 1-7/16" Forerunner™ profile with .090" top wall, .060" internal web, and .110" side walls. Forerunner rails shall be punched to accept pickets. The rail shall be constructed with an internal web providing a raceway for the pickets to be retained with a 1/8” retaining rod. The number of rails shall vary with the style, height and strength as determined by manufacturer. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

C. Accessories: Aluminum castings shall be used for all post caps, scrolls, finials, and other miscellaneous hardware. Hinges and latches shall be fabricated from aluminum, stainless steel or composite materials.

2.3 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the ForeRunner rails (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each ForeRunner rail so that

they pass through the pre-drilled holes in each picket, thus completing the panel assembly. Panels without rings shall be biasable up to a 12% change in grade.

B. The manufactured framework shall be subjected to a thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (specify Black, Bronze, or White). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

C. Finish: All fence components shall be subject to a six-stage pretreatment/wash followed by an electrostatic spray application of a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2-4 mils. The color shall be (specify black, bronze or white).

D. Panels and rails must meet IBC compliance. Panel, post and bracket assembl**ies** shall be subjected to structural performance testing according to Chapter 17 – Structural Tests and Special Inspections – International Building Code (IBC) 2018. Physical testing to be completed by accredited third party testing facility. Completed assembly shall demonstrate loading capacity of 2.5 times prescribed design loads found in section 1607.8.1, 1607.8.1.1 and 1607.8.1.2 of IBC 2018 for Handrails and Guards. IBC compliant fence system requirements detailed within Table 4.

E. Swing gates shall be fabricated using 1-1/4" x 1-7/16" Forerunner rail, 1.75” sq. x .125” gate ends, and 3/4” sq. x .080 pickets. Gates that exceed 6’ in width will have a 1.75” sq. x .125” intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.1 PREPARATION

A. All new installation shall be laid out by the contractor in accordance with the construction plans.

3.2 FENCE INSTALLATION

A. Fence post shall be spaced according to Table 3, plus or minus ½”. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete

footers of sufficient depth and diameter to meet project specific requirements and conforms to any federal, state, and/or local codes. The “Earthwork” and “Concrete” sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.3 FENCE INSTALLATION MAINTENANCE

A. When cutting/drilling rails or posts adhere to the following steps to seal the exposed surfaces; 1) Remove all metal shavings from cut area. 2) Apply custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1 & 2 above will negate warranty. Ameristar spray cans or paint pens shall be used to finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures’ warranty.

3.4 GATE INSTALLATION

A. Gate posts shall be spaced according to the manufacturers’ gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers’ gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer’s recommendations.

3.5 CLEANING

A. The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Posts

Fence Posts	**Panel Height**		
2-1/2” x 2-1/2” x .060” w/ reinforced web	Up to 6’ Height		
Gate Leaf	Gate Height		
	Up to & Including 4’	Over 4’ Up to & Including 5’	Over 5’ Up to & Including 6’
Up to 4’	2 1/2” x 2-1/2” x .060” Alum.	3” x 3” x .120” Alum.	4” x 4” x .250” Alum. or 3” x 3” x 12ga. Steel

4'1" to 6'	3" x 3" x .120" Alum.	4" x 4" x .250" Alum. or 3" x 3" x 12ga. Steel	3" x 3" x 12ga. Steel
6'1" to 8'	4" x 4" x .250" Alum. or 3" x 3" x 12ga. Steel	4" x 4" x 11ga. Steel	4" x 4" x 11ga. Steel

Table 2 – Coating Performance Requirements		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 1000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60˚ Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 –Post Spacing By Bracket Type					
Span	8' Nominal (91-3/4" Rail)				
Post Size	2-1/2"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Echelon Plus Line Boulevard (ABB3)	Echelon Plus Swivel* (ABB2)		Echelon Plus Flat Mount (ABB1)	
Post Settings ± 1/4" O.C.	95"	*95"	*95-1/2"	95"	95-1/2"
Span	6' Nominal (73-1/16" Rail)				
Post Size	2-1/2"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Echelon Plus Line Boulevard (ABB3)	Echelon Plus Swivel* (ABB2)		Echelon Plus Flat Mount (ABB1)	
Post Settings ± 1/4" O.C.	76-1/4"	*76-1/4"	*76-3/4"	76-1/4"	76-3/4"
*Note: When using ABB2 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.					

END OF DOCUMENT

SECTION 32 8400
IRRIGATION

PART 1 - GENERAL

1.1 Summary

A. It is the intent of the Specifications and Drawings that the finished system is complete in every respect and shall be ready for operation satisfactorily to the City.

B. The work shall include all materials, labor, services, transportation, and equipment necessary to perform the work as indicated on the Drawings, in these Specifications, and as necessary to complete the contract.

C. Related Sections.

Section 32 9000: Landscaping

D. The Standard Specifications for Public Works Construction, "Greenbook," latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook," unless otherwise determined by the city.

1.2 Construction Drawings

A. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc. which may be required. Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work, accordingly, furnishing such fittings, etc. as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between irrigation systems and any obstacles existing or proposed, including but not limited to building footings, underground utility structures, utility lines, architectural features, trees (new or existing), and buried boulders known or unknown.

B. All work called for on the Drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Specifications. When an item is shown on the Plans but not shown on the Specifications or vice versa, it shall be deemed to be as shown on both. The Engineer shall have final authority for clarification.

C. Do not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences shall be

brought to the attention of the Engineer as soon as detected. In the event this notification is not performed, pay, at Contractor's sole cost, for any revision necessary.

1.3 Quality Assurance

A. Provide at least one English speaking person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the manufacturer's recommended methods of installation and who shall direct all work performed under this Section.

B. Manufacturer's directions and detailed Drawings shall be followed in all cases where the manufacturer of articles used furnishes directions covering points not shown in the Drawings and Specifications.

C. All local, municipal, and state laws, rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications, and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules and regulations of the same. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and Drawings shall take precedence.

D. All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City.

E. Obtain the required licenses and permits including payments of charges and fees, give required notices to public authorities, verify permits secured or arrangements made by others affecting the work of this Section.

1.4 Submittals

A. Materials List:

1. After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this contract.

2. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation.
3. No substitutions will be allowed without prior written acceptance by the Engineer.
4. Manufacturer's warranties shall not relieve the Contractor of its liability under the guarantee. Such warranties shall only supplement the guarantee.

B. Substitutions:

If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation Drawings and Specifications, it may do so by providing the following information to the Engineer for approval.

1. Provide a written statement indicating the reason for making the substitution.
2. Provide catalog cut sheets, technical data, and performance information for each substitute item.
3. Provide in writing the difference in installed price if the item is accepted.

1.5 Existing Conditions

A. Verify and be familiar with the locations, size, and detail of points of connection provided as the source of water and electrical supply, connection to the irrigation system.

B. Irrigation design is based on the available static water pressure shown on the Drawings. Verify static water on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer authorized representative prior to beginning construction.

C. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground, and it shall take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered.

D. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

1.6 Inspections

A. Permit the Engineer to visit and inspect at all times any part of the work and shall provide safe access for such visits.

B. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense.

C. Inspections will be required for the following at a minimum:

1. System layout
2. Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).
3. Coverage test for all spray irrigation areas prior to start of weed abatement period. (refer to Section 32 900 Landscaping for Weed Abatement Period)
4. Final inspection prior to start of maintenance period
5. Final acceptance

D. Site observations and testing will not commence without the record Drawings as prepared by the irrigation contractor. Record Drawings must complete and up to date for each site visit.

E. Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

1.7 Storage and Handling

A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City.

B. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load.

1.8 Cleanup and Disposal

A. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer.

B. At the time of completion the entire site will be cleared of tools, equipment, rubbish, and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

1.9 Turnover Items

A. Drawings of Record:

1. Record accurately on one set of Drawings all changes in the work constituting departures from the original Drawings.

2. The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the City. Prior to final inspection of work, submit record Drawings to the Engineer.

3. Dimensions from/to permanent points of reference such as buildings, sidewalks, curbs, etc. shall be shown. Data on record Drawings shall be recorded on a day-to-day basis as the project is being installed. All lettering on Drawings shall be minimum 1/8 inch in size.

4. For systems where a flow sensor has been installed, provide flow sensor gallons per minute (GPM) data for all irrigation control valves.

5. Show locations and depths of the following items:

a. Point of connection (including water P.O.C., master control valves, quick couplers, etc.)

b. Routing of sprinkler pressure lines (dimensions shown at a maximum of 100 feet along routing)

c. Isolation valves

d. Automatic remote-control valves

e. Quick coupling valves

f. Routing of control wires

g. Irrigation controllers

h. Location of drip zones, flush valves, and air relief valves

i. Related equipment (as may be directed)

6. Maintain record Drawings on site at all times. Upon completion of work, transfer all as-built information and dimensions to reproducible mylar prints or per the direction of the Engineer.

B. Equipment:

1. Supply the following items:

a. Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.

b. Two (2) 30-inch sprinkler keys for manual operation of control valves.

c. Two (2) quick coupler keys with a 1" bronze hose bib, bent nose type with hand wheel and two coupler lid keys.

d. Two (2) valve box cover key or wrench.

e. Four (4) extra sprinkler heads of each size and type.

f. 250 feet of additional drip line and 100 feet blank roll.

g. 200 drip line staples.

2. The above equipment shall be turned over to the Engineer at the final inspection.

1.10 Completion

A. At the time of the pre-maintenance period inspection, the Engineer and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-

maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer.

B. The City Engineer shall have final authority on all portions of the work.

C. After the system has been completed, the Contractor shall instruct City's authorized representative in the operation and maintenance of the irrigation system and shall furnish a complete set of operating and maintenance instructions.

D. Without any additional expense to the City, repair any settling of trenches, which may occur during the one-year period following acceptance, to the City's satisfaction. Repairs shall include the complete restoration of planting, paving or other improvements determined damaged as the result of work.

E. Program the irrigation controller for the maintenance period/plant establishment to the satisfaction of the Engineer.

1.11 Guarantee

A. The entire irrigation system shall be unconditionally guaranteed against all defects and fault of material and workmanship, including settling of backfilled areas below grade, for a period of one (1) year following the filing of the Notice of Completion. The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period.

B. Should any problem with the irrigation system be discovered within the guarantee period, and at no additional expense to City, correct it within ten (10) calendar days after receipt of written notice from City. When the nature of the repairs as determined by the City constitute an emergency (i.e., broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City.

C. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect

excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefor upon demand.

PART 2 - MATERIALS

2.1 Summary

Use only new materials of the manufacturer, size and type shown on the Drawings and Specifications. Materials or equipment installed or furnished that do not meet City standards will be rejected and shall be removed from the site at no expense to the City.

2.2 Pipe

A. All pressure supply lines downstream of backflow prevention unit shall be Class 315 solvent weld PVC. Piping shall conform to ASTM 1785.

B. All non-pressure lines downstream of the remote-control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785.

2.3 Plastic Pipe and Fittings

A. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion.

B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

C. All solvent weld PVC fittings shall be standard weight Schedule 40 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated. All fittings shall conform to ASTM D2466.

D. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

E. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855.

F. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or approved equal.

2.4 Backflow Prevention Unit

A. Existing Protect in Place

2.5 Valves

A. Gate Valves

1. Gate valves shall be of the manufacturer, size, and type indicated on the Drawings.
2. Gate valves shall be constructed of a bronze body, gate, and stem with a malleable iron hand wheel. Gate valves shall have threaded connections.
3. All gate valves shall have a minimum working pressure of not less than 150 psi and shall conform to AWWA standards.

B. Quick Coupler Valves:

1. Quick coupler valves shall be of the manufacturer, size, and type indicated on the Drawings.
2. Quick coupler valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 1” female threads opening at base, with two-piece body. Valves shall be operated only with a coupler key designed for that purpose. Coupler key shall be inserted into valve and a positive, watertight connection shall be made between the coupler key and valve.

C. Automatic Control Valves:

1. Automatic control valves shall be of the manufacturer, size, and type indicated on the Drawings.
2. The contractor shall verify with the manufacturer that the solenoids are compatible with the irrigation controller and wiring prior to purchase.
3. Automatic control valves shall be electrically operated.
4. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

D. Ball Valves

1. Ball valves shall be of the manufacturer, size, and type indicated on the Drawings
2. Manual ball valves shall be PVC w/EPDM O-Rings and socket end connectors.
3. Manual ball valves shall have thermoplastic gear driven operating nut rotates 360° to achieve a 90° turn of the ball.

2.6 Valve Boxes

A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils.

B. The valve box cover shall be green in color and secured with a hidden latch mechanism or bolts. Where reclaimed water is being utilized, or planned in the near future, purple “reclaimed water” valve boxes shall be installed.

C. The cover and box shall be capable of sustaining a load of 1,500 pounds.

D. Valve box extensions shall be by the same manufacturer as the valve box.

E. Automatic control valve boxes shall be rectangular and sized to fit the components, see drawings for further information. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2 inch high letters / numbers.

F. Gate, Ball, and quick coupler valve boxes shall be circular and sized to fit the components, see drawings for further information. Valve box covers shall be marked with either "GV" or “BV”or "QCV" "heat branded" onto the cover in 2 inch high letters.

G. Drip irrigation flush and air relief valve boxes shall be circular and sized to fit the components, see drawings for further information. Valve box covers shall be marked “FV” or “DFV” “heat branded” onto the cover in 2 inch high letters.

2.7 Automatic Controller

A. Automatic controller shall be of the manufacturer, size, and type indicated on the drawings.

B. Controller wall mount shall be of the manufacturer, size, and type indicated on the drawings.

2.8 Electrical

A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installations.

B. All electrical work shall conform to local codes and ordinances.

2.9 Low Voltage Control Wiring

A. Remote control wire shall be direct-burial AWG-UF type, size as indicated on the Drawings, and in no case smaller than 14 gauge.

B. Connections shall be Spears DS-400 Dry-Spliced (Pre-filled).

C. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door).

2.10 Irrigation Heads

A. Irrigation heads shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the Drawings.

B. Irrigation heads shall be used as indicated on the Drawings.

2.11 Drip Line

A. Drip line shall be of the manufacturer, size, type with discharge rate, emitter spacing and operating pressure as indicated on the drawings.

1. All fittings, flush valves, air relief valves and anchor staples shall be of the same manufacturer as the drip line.

PART 3 - EXECUTION

3.1 Site Conditions

A. Inspections:

1. Prior to all work of this Section, carefully inspect the installed work of all other trades, and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Engineer.
2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved.

C. Grades:

1. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.
2. The Engineer shall accept final grades before work on this Section will be allowed to begin.

D. Field Measurements:

1. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.
2. All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section.
3. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor’s operations or neglect, at no additional cost to City.

E. Layout:

1. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads, valves, backflow preventer.
2. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas.

F. Water Supply:

Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

3.2 Trenching

A. Do NOT trench within 12’ of an existing tree without consulting a certified arborist and the City Engineer.

B. Excavations shall be straight with vertical sides, even grade, and support pipe continuously on bottom of trench. Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.

C. Provide minimum cover of 24 inches on pressure supply lines.\

D. Provide minimum cover of 24 inches for control wires.

E. Provide minimum cover of 12 inches for non-pressure lines.

F. Pipes installed in a common trench shall have a 6-inch minimum space between pipes.

3.3 Backfilling

A. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter.

B. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades.

C. Flooding in lieu of tamping is not allowed.

D. Under no circumstances shall truck wheels be used to compact backfill.

E. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

3.4 Piping

A. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement.

B. Cutting or breaking of existing pavement is not permitted.

C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

D. Remove all dented and damaged pipe Sections.

E. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades.

F. Parallel lines shall not be installed directly over each other.

G. In solvent welding, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.

H. PVC pipe shall be installed in a manner which will provide for expansion and contraction as recommended by the pipe manufacturer.

I. Center load all plastic pipe prior to pressure testing.

J. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste.

K. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope and all-threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

3.5 Control Wiring

A. Low voltage control wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines whenever possible.

B. Where more than one wire is placed in a trench, the wiring shall be taped together in a bundle at intervals of 10 feet. Bundle shall be secured to the mainline with tape at intervals of 20 feet.

C. All connections shall be of an approved type and shall occur in a valve box. Provide an 18-inch service loop at each connection.

D. An expansion loop of 12 inches shall be provided at each wire connection and/or directional change, and one of 24 inches shall be provided at each remote control valve.

E. A continuous run of wire shall be used between a controller and each remote control valve. Under no circumstances shall splices be used without prior approval.

3.6 Valves

A. Automatic control valves, quick coupler, and gate valves shall be installed in the approximate locations indicated on the Drawings. Ball Valves are not shown are drawings, they are to be installed one ball valve per every automatic control valve manifold.

B. Valve shall be installed in shrub areas whenever possible.

C. Install all valves as indicated in the detail Drawings.

D. Valves to be installed in valve boxes shall be installed one valve per box.

3.7 Valve Boxes

A. Valve boxes shall be installed in shrub areas whenever possible.

B. Each valve box shall be installed on a foundation of 3/4 inch gravel backfill; 3 cubic feet minimum. Valve boxes shall be installed with their tops 1/2 inch above the surface of surrounding finish grade in lawn areas and 2 inches above finish grade in ground cover areas.

3.8 Irrigation Heads

A. Irrigation heads shall be installed as indicated on the Drawings.

B. Spacing of heads shall not exceed maximum indicated on the Drawings.

C. Riser nipples shall be of the same size as the riser opening in the sprinkler body.

3.9 Drip Line

A. Do not install drip line until weed abatement has been completed and areas have been accepted for planting.

B. Drip line shall be installed as indicated on the Drawings.

C. Spacing of drip line shall not exceed the maximum indicated on the Drawings.

D. Bury drip line at depth indicated on the Drawings.

E. Install flush valves at opposite end farthest from drip valve.

F. Install air relief valves at high point of system.

G. Staple drip line per the Drawings

3.10 Miscellaneous Equipment

A. Install all assemblies specified herein according to the respective detail Drawings or Specifications, using best standard practices.

B. Quick coupler valves shall be set approximately 12 inches from walks, curbs, header boards, or paved areas where applicable.

3.11 Flushing the System

A. Prior to installation of irrigation heads, the valves shall be opened and a full head of water used to flush out the lines and risers.

B. Irrigation heads shall be installed after flushing the system has been completed.

3.12 Adjusting the System

A. Adjust valves, align heads, and check the coverage of each system prior to coverage test.

B. If it is determined by the Engineer that additional adjustments or nozzle changes will be required to provide proper coverage, make all necessary changes or adjustments prior to any planting.

C. The entire system shall be operating properly before any planting operations commence.

D. Automatic control valves shall be adjusted so that the irrigation heads and drip tubing operate at the pressure recommended by the manufacturer.

3.13 Testing and Observation

A. Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested, and accepted by the Engineer.

B. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.

C. When both drip and spray irrigation systems are completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

D. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting.

E. Final inspection will not commence without record Drawings as prepared by the Contractor.

3.14 Maintenance

During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings.

3.15 Completion Cleaning

Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

PART 4 –PAYMENT

4.1 IRRIGATION SYSTEM

Payment for Automatic Irrigation System shall all materials, labor, services, and irrigation equipment, such as rotary spray nozzles, spray heads, drip line tubing, drip emitters, valves, PVC piping, sleeving, backflow preventer, quick couplers and irrigation controller and will be made at the lump sum (LS) contract price as set forth in the bid schedule.

END OF SECTION

SECTION 32 9000
LANDSCAPING

PART 1: GENERAL

1.1 DESCRIPTION

A. The general requirements apply to all Landscaping work operations. Provide labor, materials, tools, transportation, and all incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections

Section 32 8400 Irrigation

C. The Standard Specifications for Public Works Construction, "Greenbook," latest edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook," unless otherwise determined by the City.

1.2 QUALITY ASSURANCE

A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Manufacturer's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the City and the decision by the City as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for landscape materials (including plants, fertilizers, pesticides, seed mixes) shall be given to the Engineer.

1.3 AGRONOMIC SOILS TESTING

A. All soil samples shall be taken in the field by a qualified soil technician from a testing agency registered by the State for agricultural evaluation.

B. Take two (2) samples of site soil at a depth of 6 to 12 inches, within proposed planting area, after completion of grading and prior to weed control and soil preparation. Sample areas shall be selected by the Engineer.

C. Request two (2) tests for fertility and suitability analysis with written recommendations for soil amendment, fertilizer and chemical conditioners, application rates for soil preparation, planting backfill mix and post-maintenance fertilization programs. Soils report recommendations shall take precedence over the amendment and fertilizer application rates specified in this Section.

D. Tests shall be paid for by the Contractor.

E. Submit testing laboratory interpretation, recommendations, and comments to Engineer within 7 days after the completion of rough grading.

F. For bidding purposes, the Contractor shall provide the following soil amendments for soil preparation and backfill mix.

1. Soil preparation per 1,000 s.f. of planting area:

   a. 4 cubic yards Nitrolized Redwood Sawdust
   b. 200 lbs. Gro Power
   c. 20 lbs. Soil Sulphur

2. Backfill Mix:

   a. 6 parts by volume on-site soil
   b. 4 parts by volume Nitrolized Redwood Sawdust
   c. 18 lb. Gro Power per cu. yd. of mix
   d. 2 lbs. Iron Sulphate per cubic yard of mix

1.4 ENVIRONMENTAL REQUIREMENTS

A. Do not install landscape materials when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install landscape materials when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.1 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.2 TOPSOIL

Topsoil if required in planting areas shall be Class A Topsoil. Topsoil shall be as specified in Section 212-1.1.2 of the Standard Specifications for Public Works Construction.

2.3 PLANT MATERIAL

A. Trees, shrubs, ground cover and vines shall be grown by an established nursery having been in the business of growing trees, shrubs, ground cover a minimum of five (5) years. At the option of the Engineer, plants shall be inspected and tagged at the nursery prior to shipment to the planting site.

1. Trees: All trees shall be of the specified container size and of the species specified.

2. Shrubs: Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock.

3. Flatted Plants: Ground cover plants and other flatted plants shall be grown and remain in the flats until transplanted at the site. Soil that does not crumble with sufficient moisture, normal spacing of plants in the flat and well rooted plants shall be required to ensure the minimum disturbance of the root system at time of transplanting.

4. Grass Plugs: Plugs shall be grown and remain in their containers until transplanted on the site. All plugs shall be planted within eight (8) hours upon arrival.

B. Plant names indicated or listed in the “Plant Legend” on the Plans, conform to the approved names given in “An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 4091”, published by the University of California (1979). Except for names not covered therein, the established custom of the nursery shall be followed.

C. Condition of plants shall be in accordance with the California State Department of Agriculture’s regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

D. Plants shall not be pruned prior to delivery, except as authorized by the City. In no case shall trees be topped before delivery.

E. The size of the plants shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Plans. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will not serve as the basis for a change order.

F. All plant material shall be subject to the inspection and acceptance of the City before planting. A representative number of plants as determined by the City may be inspected for size and condition of root growth, insects, injuries, and defects. Plants not accepted are to be removed from the site immediately and replaced with suitable plants. The City reserves the right to reject entire lots of plants represented by defective samples.

2.4 FERTILIZERS, SOIL CONDITIONING MATERIALS AND WATER

A. General.

1. Fertilizing and soil conditioning materials shall comply with the applicable requirements of the State Food and Agricultural Code. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and soil conditioning material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. Furnish a Certificate of Compliance stating that the material substantially meets the specifications.

3. Exact fertilizing and conditioning materials and the required composition and quantities shall be determined by agronomic soils test.

B. Commercial Fertilizer.

1. Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used

2. Exact composition and type of fertilizer to be determined by the agronomic soils test and will be supplied by the contractor at no additional cost to the City.

C. Nitrogen Stabilized Organic Soil Amendment.

Organic soil amendment shall be redwood sawdust free of shavings or particles of other woods such as fir or pine, supplied in bulk and .5% nitrogen stabilized by standard techniques. An acceptable substitute is nitrogen stabilized fir or cedar sawdust ground to 0-1/4” particle size and 1.0% nitrogen stabilized.

D. Water.

1. Water shall be clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants

2. Water shall be supplied at Contractor’s sole expense at no additional cost to City through the end of the maintenance period.

2.5 HERBICIDE

A. The use of a Non-selective herbicide for weed abatement will be approved by the City’s designated Representative.

B. Pre-emergent herbicide shall provide nine (9) month control. .

2.6 MULCH

A. Mulch shall be medium grind mulch (0-2”)

B. The mulch shall consist of fibrous, woody bark mixture of varied particle size with the following characteristics:

Percent Passing	Sieve Size
90-100	25.4 mm (1”)
80-100	12.7 mm (1/2”)
20-60	6.35 mm (1/4”)

C. Mulch shall be packaged in bales or bags unless the City approves a bulk source in advance of delivery to the site of the work. The Contractor shall submit one sample of three (3) different mulch materials.

D. The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

2.7 SAMPLES

A. Samples of products and materials shall be required by the City. Submittals for inspection shall be stored on the site until furnishing of material is complete.

B. Delivery of products and materials may begin upon acceptance of samples or as directed by the City.

2.8 PLANT TABLETS

A. Plant tablets shall be Scotts Agriform, Growpower or approved equal, 20-10-5 applied at the following rates:

Tablet Size	21 Gram					5 Gram
Container Size	1 Gallon and 10” pots	5 Gallon	15 Gallon	24” Box	36” Box and Larger	Ground Cover Plants
Application Rates (No. of Tablets)	1	3	8	20	One Tablet per each foot of height	1

PART 3: EXECUTION

3.1 GENERAL

Earthwork and topsoil placement shall include the preparation for and the spreading, densification, cultivation, and raking of topsoil, including fertilization and conditioning.

1. Unless otherwise provided, curbs, walks, irrigation systems, and similar improvements required by the Plans or Specifications shall be constructed following rough grading and before landscaping.

2. Planting holes and backfill shall be as herein specified.

3. Preliminary rough grading and related earthwork, prepare areas for landscaping work to within one-tenth foot (0.1’) of finish grade, or to subgrade for Class “A” topsoil if required.

3.2 TOPSOIL PREPARATION AND CONDITIONING

A. General.

1. Planting areas shall be free of weeds and other extraneous materials to a depth of twelve inches (12”).

2. Soil shall not be worked when it is so wet or so dry as to cause excessive compaction or the forming of hard clods or dust.

3. The existing soil below subgrade for approved fill shall be scarified to a depth of six inches (6”) prior to spreading fill material.

B. Fertilizing and Conditioning Procedures.

1. The planting area shall be brought to finish grade before spreading the fertilizers or conditioning materials specified.

2. The Contractor, at no additional cost to the City, shall make one (1) additional soils test per acre of all planting areas before and upon completion of excavation, backfilling, and grading to determine compliance with fertilizing and conditioning. The Contractor shall coordinate soil testing with the City.

3. Fertilizing and conditioning materials shall be mechanically spread at a uniform rate. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

4. After spreading, the fertilizing and conditioning materials shall be uniformly cultivated into the upper six inches (6”) of soil by suitable equipment, rototiller or equal, operated in at least two directions approximately at right angles. The resulting soil shall be a friable condition.

5. Fertilizer and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, the Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

3.3 WEED ABATEMENT

A. The weed abatement program shall proceed upon the completion of the following:

1. Installation of all pressure main line, quick coupler valves, irrigation valves, drip irrigation valves, non-pressure spray laterals and irrigation heads have been completed and accepted. (Prior to the installation of the drip line.)

2. After all existing weeds and growth has been removed from the planting areas.

3. After the controller or a temporary controller has been installed.

4. After final finishes grades have been achieved.

B. Water all areas four (4) times daily for twenty-one (21) consecutive days and until weed seeds have germinated. Cease watering for three (3) days. Hand dig to remove weeds or utilize nontoxic approved spray method to eradicate weeds. Remove weeds to a minimum depth of 3 inches. If perennial weeds or grasses still exist, re-water four (4) times daily for fourteen (14) consecutive days until new growth appears and remove weeds entirely.

1. Water turf areas utilizing the irrigation controller.

2. Water all drip zones manually utilizing the quick coupler valves.

3.4 FINISH GRADING

A. After fertilizing and conditioning, the soil shall be watered and allowed to settle to provide a stable surface, not overly densified to the extent that it will prevent aeration and water infiltration. After the soil has dried out to a workable condition, the planting areas shall be regraded, raked, and smoothed to the required grades and contours. Finish surfaces shall be clean and suitable for planting.

B. The finish grade shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.

C. The finish grade below adjacent paving, curbs, or headers shall be one inch (1”) in lawn areas and two inches (2”) in shrub or ground cover areas.

3.5 PLANTING GENERAL

A. All sprinkler/irrigation work shall be inspected and accepted by the City, prior to start of any work of this subsection.

B. Location of utility, structures, and lines.

1. Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements.

2. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense.

C. All plants will be inspected by the Engineer prior to planting, including plants previously approved at the nursery. The Contractor shall be responsible for the condition of all plants, planted or otherwise, until acceptance.

D. Quantities.

1. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans.

2. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

E. Substitution.

1. Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications.

2. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract.

F. Protection and Storage.

1. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds.

2. Do not allow plants to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the

air except while being placed in the ground. Wilted or diseased plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense.

3. Plugs: All plugs shall be kept moist and placed in a shady area prior to planting. DO NOT ALLOW PLUGS TO DRY OUT.

G. Moisten prepared surface immediately prior to installing plant material.

H. Install plant material immediately after delivery to site, within 24 hours after harvesting to prevent deterioration.

I. Water landscaped areas immediately after installation.

J. Layout and Plant Location.

1. Planting areas, borders, and boundaries, will be surveyed, and staked by the Contractor and approved by the Engineer.

2. Detailed layout within the planting areas shall be performed by the Contractor and approved by the Engineer prior to planting.

3. Locate first row of plants in areas designated for center to center spacing of plants shall be located at one-half of designated spacing from the edge of the area.

3.6 TREE AND SHRUB PLANTING

A. Planting Holes. Planting holes shall be approximately square for container grown plants. The holes shall be twice the width of the plant container or ball, unless otherwise shown on the Plans. The holes shall be one-and-half times the depth of the root ball, or as shown on the Plans. The hole shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant having a broken or cracked root ball before or during planting shall not be planted.

B. Underground Obstructions. In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City.

C. Planting Procedures.

1. The following material shall be thoroughly blended and used as a backfill mix.

6 parts by volume on-site soil
4 parts by volume Nitrogen Stabilized Organic Amendment
1 lbs. 16-20-0 per cubic yard of mix
2 lbs. Iron Sulfate per cubic yard of mix

The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City.

No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost.

2. Remove all plants from their containers and set them so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Plant each plant in the center of the pit and backfill with prepared soil. Compact the backfill mix around the ball or roots. Do not use soil in muddy condition for backfilling. Do not fill around trunks or stems. Cut off all broken or frayed roots.

3. Thoroughly water each plant when the hole is one-half filled.

4. After watering, backfill the remainder of the hole and tamp the soil in place until the surface of the backfill is level with the surrounding area and the crown of the plant is at the finished grade of the surrounding area.

5. After backfilling, a basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least six inches (6") of water. Basins shall be the same size as the container size of each individual plant. The basins shall be constructed of amended backfill material.

6. Set the plant tablets to be used with each plant on the top of the root ball so the required number of tablets to be used in each hole can be easily verified. Bury tablets upon approval by the Engineer.

7. Immediately after planting, apply water to each tree and shrub by means of a hose. Apply water in a moderate stream in the planting hole until the material about the roots is completely saturated from the bottom of the hole to the top of the ground.

8. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, well below the root system of grass and plants.

9. Basins around shrubs and trees in slopes shall be permanently maintained. In turf areas, basins shall be maintained *thirty (30) days* following tree planting. They shall be removed at that time, unless otherwise directed by the Engineer.

D. Pruning. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-third of the branching structure. Upon approval of the Engineer, pruning may be done before delivery of plants, but not before plants have been inspected and approved.

E. Guying. All trees shall be guyed per the planting details on the Plans. Guying shall be done immediately after planting. Three (3) guys per plant shall be installed in accordance with the following:

1. Each guy shall be secured to the appropriate main branch by a twisted loop of No. 12 BWG galvanized iron wire housed in approved flexible rubber tubing.

2. Each guy shall be anchored to a driven stake located at a horizontal distance from the tree equal to the vertical distance from ground to the connection of guy wire on the tree branch.

3. Each guy shall be covered with highly visible white tubing from the ground to the turnbuckle location.

4. Slack in each guy shall be removed by turnbuckles so as not to bend or twist the plant.

3.7 GROUND COVER PLANTING

A. Soil preparation and fine grading shall be completed prior to ground cover planting.

B. Ground cover shall be planted in moist soil and spaced as indicated on the Plans.

C. Each plant shall be planted with its proportionate amount of flat soil to minimize root disturbance. Soil moisture shall be such that the soil does not crumble when removing plants.

D. Following planting, ground cover areas shall be regraded to restore smooth finish grade and to ensure proper surface drainage. Mulch shall be spread over the planted areas. Watering shall begin immediately following mulching.

E. When necessary to prevent plant damage from pedestrian traffic during the initial growing stage, erect temporary protective fencing to be removed at the end of the maintenance period.

F. Contractor shall hand water with a watering hose all grass plugs individually and immediately following planting. Apply enough water to saturate soil. After 3 weeks, hand water plugs every other day and after 4 weeks hand water plugs every 2 days.

G. All grass plugs shall be planted in-ground eight (8) hours after being delivered to the site. Any plugs not planted within 8 hours after being delivered shall be rejected and replaced with new and fresh plugs at no cost to the City.

3.8 MULCHING

Mulch trees, shrubs, and ground cover areas after planting with 2-inches of mulch.

3.9 MAINTENANCE AND PLANT ESTABLISHMENT

A. Maintenance period will be a minimum of one hundred and twenty (120) days after “Date of Acceptance of Installation” of all planting areas. Request in writing from the Engineer notification of the date of the start of the maintenance period. At the acceptance of all planting areas, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer.

B. Construction fencing shall remain until after the maintenance period is complete or as directed by the Engineer.

C. Maintain all planted areas on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period and shall continue to maintain them until final acceptance in accordance with the following.

1. Water, weed, fertilize, mow, edge, prune, spray and apply topdressing as necessary to promote a healthy growing condition. All planted areas shall be kept free of debris and shall be weeded

and cultivated at intervals not to exceed ten (10) days. Keep project neat and attractive throughout the maintenance period.

2. Apply herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Remedy damage resulting from the use of herbicides.

3. Exterminate rodents and insects as required and in accordance with applicable laws and regulations. Utilize only methods acceptable to the City Engineer.

4. Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover.

5. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the maintenance period.

6. All planted areas, unless otherwise specified will receive the following fertilization program: Fertilize with "Gro-Power Plus" at 30 lbs./1,000 s.f. every *thirty (30) calendar days* (twice during the maintenance period), or as indicated by the agronomic soils test. Apply "Gro-Power Controlled Release Nitrogen" *five (5) calendar days* before the end of the maintenance period, or as indicated by the agronomic soils test. The Contractor shall adhere to fertilization requirements of the soil's tests at no additional cost.

D. Maintenance period shall be extended if plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of Engineer, the Engineer will issue to the Contractor a written notice of completion of maintenance.

1. Contractor shall provide a schedule of dates indicating when turf shall be seeded allowing for a minimum of 120 days growth. Failure to seed 30 days prior to the beginning of the maintenance period may cause the maintenance period to be extended.

3.10 INSPECTION

A. All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours notice, will be billed to the Contractor.

B. Inspection is required for, and not necessarily limited to, the following parts of the work.

1. At completion of the incorporation of soil amendments and fine grading.

2. Prior to digging plant pits for trees and shrubs.

3. During backfilling of plant pits with amended backfill.

4. Final inspection at the end of the maintenance period.

END OF SECTION

SECTION 32 9223
SOD

PART 1: GENERAL

1.1 DESCRIPTION

A. The General Provisions shall apply to all Sod work operations. Provide all labor, materials, tools, transportation, equipment, and incidentals necessary to perform work as indicated on the Plans and as herein specified.

B. Related Sections.

1. Section 32 9000: Landscaping
2. Section 32 8400: Irrigation

C. The Standard Specifications for Public Works Construction, "Greenbook" (SSPWC) 2021 edition, is referenced as if herein contained and the Contractor shall keep a copy at the project site. These specifications shall supersede conflicts with information given in the Standard Specification, unless otherwise determined by the Engineer.

D. Definitions.

1. City: City of Carson

2. Engineer: City Engineer, or the City Engineer's designated representative.

E. All vendors, suppliers, and manufacturer's representatives and the associated addresses, phone, and fax numbers on the Plans and in the Specifications are listed for convenience only. They are subject to change and their inclusion in no way constitutes an endorsement by the City.

1.2 QUALITY ASSURANCE

A. Comply with all applicable local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

B. Grower's directions, specifications and detailed drawings will be followed in all cases where articles used furnish directions covering points not delineated on the Plans or Specifications.

C. The work included in this section will be done to the satisfaction of the Engineer. The decision by the Engineer as to the true construction meaning of the Plans and Specifications will be final.

D. All drop slips for sod fertilizers shall be given to the Engineer.

1.3 ENVIRONMENTAL REQUIREMENTS

A. Do not install sod when ambient temperatures may drop below 45 degrees F (12 degrees C) or above 95 degrees F (39 degrees C).

B. Do not install sod when wind velocity exceeds 30 mph (48 k/hr).

PART 2: PRODUCTS

2.1 REFERENCES

A. ANSI Z60.1 - Nursery Stock.

B. California State Department of Agriculture - Regulations for nursery inspections, rules, and grading.

2.2 SOD

A. Species shall be as indicated on the Planting Legend / Plant Schedule. See Sheet L-800.

B. Sod shall be the species as indicated in the planting lagend / planting schedule or approved equivalent grown by an established sod nursery having been in the business of growing sod a minimum of five (5) years. Sod shall be free of turf disease, insects, or weeds, and capable of healthy, vigorous growth.

a. Sod shall be grown in a blown sand medium. It shall be cut with a 1/2” to 3/4” thickness of soil that completely covers the root zone. Sod shall be wide cut, big roll. The sod shall arrive vigorous and have a lush appearance, uniform texture, and dark green color throughout with no dead or dying edge. The sod shall be sufficiently dense to bear handling and placement without tearing.

C. Nylon mesh in sod will not be accepted.

D. Sod to be certified RED ANT free by the grower.

E. Sod may be obtained from:

Cal. Turf, 27909 Mace Blvd, Davis, CA 95618
(530) 364-5155

Or

A-G Sod Farms 30932 Palm Avenue Nuevo, CA 92567
(800) 233-5254

Or approved equivalent

2.3 FERTILIZERS, SOIL CONDITIONING MATERIALS AND WATER

A. General.

1. Fertilizing and soil conditioning materials shall comply with the applicable requirements of the City's Standards and Specifications. All materials shall be packaged first grade, commercial quality products identified as to source, type of material, weight, and manufacturer's guaranteed analysis. Fertilizing and soil conditioning material shall not contain toxic ingredients or fillers in quantities harmful to human life, animals, or plants.

2. The Contractor shall furnish to the Engineer the Certificate of Compliance stating that the material substantially meets the City's specifications.

3. Exact fertilizing and conditioning materials and the required composition and quantities shall be determined by the agronomic soils test.

B. Commercial Fertilizer.

1. Commercial fertilizer shall be a palletized or granular product having a chemical analysis as specified on the Plans or in the Specifications. Commercial fertilizer shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used.

2. Pre-planting fertilizer composition to be 6-20-20. Post-planting composition shall be 6-20-20XB. Fertilizer shall provide one pound of P and K per 1,000 square feet. Nitrogen shall not exceed 1/3 pound per 1,000 square feet. Exact composition and type to be determined by agronomic soil test.

3. Fertilizer available from:

J.R. Simplot
Lathrop, CA 95330
Phone: (209) 858-2511, Fax: (209) 858-2519

C. Water.

1. Water shall be clean, fresh, and free of substances or matter which could inhibit vigorous growth of plants.

2. Water shall be supplied at Contractor's expense at no additional cost to the City through the end of the maintenance period.

PART 3: EXECUTION

3.1 FERTILIZING

A. Two to three days prior to sodding, fertilize with J.R. Simplot Best 6-20-20 at one pound of P and K per 1,000 square feet. Exact quantity shall be determined by the agronomic soil test.

Adequately irrigate after application.

B. Fifteen days after sod installation is complete, fertilize as above with J. R. Simplot Best 16-20-20XB.

3.2 INSTALLING SOD

A. Soil conditioning and fine grading shall be completed before sodding. No heavy equipment shall operate over the subgrade after grading is completed.

B. The subgrade shall be moist but not wet when sod is laid. Sod shall be laid with closely fitted joints, and the ends of the trips shall be staggered. Openings shall be plugged with sod.

C. Within two hours after installing sod and before rolling, the sod shall be adequately irrigated with a minimum of 1/2" of water. All seams and joints shall then be rolled until the sod is well bonded to the subgrade.

D. The area shall then be watered thoroughly with 2 to 4 inches of water to penetrate the subsoil at least 8 inches. Watering shall be repeated as necessary to keep the sod moist until rooted into the subgrade. Sodded areas shall be protected against foot traffic until the sod is well established.

3.03 MAINTENANCE

A. Maintenance period will be a minimum of ***ninety (90) days*** after Date of Acceptance by the City of all sod installation.

B. Maintenance includes:

1. Water, weed, fertilize, mow, edge, and spray as necessary to promote a healthy growing condition. Keep project neat and attractive throughout the maintenance period.

2. Apply herbicides for weed control, as needed, or directed by City, in accordance with manufacturer's instructions. Remedy damage resulting from the use of herbicides.

3. Exterminate rodents and insects as required.

4. Adjust irrigation system scheduling to sufficiently saturate root zone.

5. Repair or replace any damaged item caused by vehicles, vandals, bicycles, or foot traffic during the maintenance period.

6. (During growing season) fertilize turf every four weeks with one pound of nitrogen per 1,000 square feet in a complete fertilizer product (4-1-4 ratio).

C. Maintenance period may be extended if turf grass and other plant material is not in a healthy growing condition. When all maintenance work has been completed to the satisfaction of the Engineer, the Contractor will be released through written notification by the Engineer.

D. Mow turf a minimum of two (2) times a week with the first mowing to be completed ***seven (7) days*** after installation of sod. Maintain a mowing height of 3/8" to 3/4" inches. Do not cut more than 1/3 of grass blade at any one mowing. Grass shall be mowed with a sharp power driven reel mower. Clippings shall be collected and removed.

END OF SECTION

EXHIBIT 2

ITEM #	ITEM CODE	ITEM DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL	Subs
1	S1	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	LS	1		$ 1,779,180.83	
2	S2	TRAFFIC CONTROL AND WORKSITE PROTECTION	LS	1	$ 4,200.00	$4,200.00	
3	S3	DEMOLITION AND SITE CLEARING	LS	1	$ 60,700.00	$60,700.00	
4	S4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, AND CONCRETE IMPROVEMENTS	LS	1	$ 75,000.00	$75,000.00	
5	S5	WATER POLLUTION CONTROL	LS	1	$ 1,950.00	$1,950.00	
6	S6	CURB RAMP	EA	1	$ 6,900.00	$6,900.00	
7	S7	FULL DEPTH AC (2' WIDE X 1' DEEP)	SF	200	$ 40.00	$8,000.00	
8	S8	6" DIA. SDR 35 DRAIN PIPE	LF	3704	$ 120.00	$444,480.00	
9	S9	8" DIA. SDR 35 DRAIN PIPE	LF	275	$ 130.00	$35,750.00	
10	S10	8" DIA. SDR 35 DRAIN PIPE	LF	300	$ 170.00	$51,000.00	
11	S11	NDS 900 SQ. CATCH BASIN WITH SQUARE TRAFFIC GRATE	EA	0	$ 1,000.00	$7,000.00	
12	S12	12"X12" BROOKS DRAIN BOX WITH TRAFFIC COVER	EA	1	$ 2,300.00	$2,300.00	
13	S13	PARKWAY DRAIN PER APWA STD 151-2, 5=2'	EA	1	$ 25,500.00	$25,500.00	
14	S14	NDS SPEED D BASIN RISER WITH 6" ROUND GRATE	EA	17	$ 850.00	$17,340.00	
15	S15	6"VCP SDR 35 WASTE LINE FROM PROPOSED WATER TANK	LF	80	$ 185.00	$17,760.00	
16	S16	SEWER CLEANOUT PER APWA STD PLAN 204-2	EA	1	$ 2,100.00	$2,970.00	
17	S17	2" PVC SCH 80 WATER SERVICE PIPE AND 2" BACKFLOW PREVENTER	LF	135	$ 185.00	$23,770.00	
18	S18	3/4" WATER SERVICE WITH GATE VALVE RINSE OFF	EA	0	$ 850.00	$1,070.00	
19	S19	CONSTRUCT 4" EXTRA STRENGTH SEWER, CONNECT TO EXISTING 10" WATER	LF	264	$ 396.38	$104,660.00	
20	S20	CONCRETE CURB (6" CURB FACE)	LF	3	$ 550.00	$1,650.00	
21	S21	5" THICK REINFORCED PCC WALKWAY OVER 6" CAB	SF	9000	$ 55.00	$504,450.00	
22	S22	5" THICK REINFORCED PCC WALKWAY OVER 6" CAB W/ INTEGRAL COLOR	SF	300	$ 45.00	$1,620.00	
23	S23	6" THICK PCC SPLASH PAD PAVING	SF	1300	$ 65.00	$119,400.00	
24	S24	12" X 24" PEDESTRIAN LIGHT	EA	1918	$ 12.00	$97,872.00	
25	S25	EXTERIOR ELECTRICAL AND LIGHTING	LS	1	$ 20,000.00	$94,000.00	
26	S26	6" PCC CONTAINMENT CURB	LF	21	$ 55.00	$1,365.00	
27	S27	12" RAISED CURB	LF	12	$ 75.00	$1,080.00	
28	S28	6" PCC MAINTENANCE BAND	LF	112	$ 45.00	$5,184.00	
29	S29	12" PCC MAINTENANCE BAND	LF	85	$ 60.00	$5,175.00	
30	S30	12" DECORATIVE INTEGRAL COLOR BAND	LF	342	$ 65.00	$22,230.00	
31	S31	24" DECORATIVE INTEGRAL COLOR BAND	LF	57	$ 90.00	$5,130.00	
32	S32	6" DECORATIVE INTEGRAL COLOR BAND	LF	78	$ 50.00	$3,900.00	
33	S33	BUILT-IN BLEACHER SEATING	LS	1	$ 20,000.00	$20,000.00	
34	S34	POURED-IN-PLACE LOW WALL 'A'	LF	28	$ 120.00	$3,360.00	
35	S35	POURED-IN-PLACE LOW WALL 'B'	LF	80	$ 120.00	$11,520.00	
36	S36	POURED-IN-PLACE LOW WALL 'C'	LF	301	$ 120.00	$43,184.00	
37	S37	SHADE STRUCTURE - 9' X 15'	EA	1	$ 14,000.00	$18,200.00	
38	S38	METAL FENCING (4-1/2' HEIGHT)	LF	230	$ 110.00	$30,360.00	
39	S39	HANDRAIL @ STAIRS	LF	28	$ 120.00	$3,360.00	
40	S40	GUARDRAIL	LF	18	$ 125.00	$2,250.00	
41	S41	STAIRS	SF	66	$ 65.00	$5,070.00	
42	S42	SPLASH PAD GROUND SPRAYS	LS	1	$ 18,000.00	$21,600.00	
43	S43	SPLASH PAD UNDERGROUND COLLECTOR TANK	LS	1	$ 22,000.00	$26,400.00	
44	S44	SPLASH PAD MECHNICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION/ UV FILTRATION, EYE WASH, DIVERTER VALVE, UNDERGROUND RAIN DIVERTER DRAINS, PIPES, AND PLUMBING CONNECTIONS	LS	1	$ 50,000.00	140,000.00	
45	S45	REMOVABLE TETHERBALL POST	EA	2	$ 650.00	$2,340.00	
46	S46	FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS	LS	1	$ 9,000.00	$10,800.00	
47	S47	DIGITAL SIGN	LS	1	$ 12,000.00	$14,400.00	
48	S48	ACCESSIBLE RINSE-OFF SHOWER AND PLUMBING	LS	1	$ 6,500.00	$7,800.00	
49	S49	6' DIA TREE GRATE	EA	1	$ 5,750.00	$6,900.00	
50	S50	PEBBLE SEAT	EA	3	$ 1,650.00	$5,940.00	
51	S51	WASTE RECEPTACLE	EA	3	$ 2,690.00	$9,684.00	
52	S52	ELECTRIC TANKLESS WATER HEATER	EA	1	$ 4,000.00	$4,800.00	
53	S53	IRRIGATION SYSTEM MODIFICATIONS	LS	1	$ 160,400.00	$192,480.00	
54	S54	SOIL PREP AND FINO GRADING	SF	9864	$ 1.25	$12,800.00	
55	S55	WEED ABATEMENT	SF	6822	$ 0.20	$2,078.40	
56	S56	ROOT BARRIERS	LS	1	$ 1,450.00	$1,740.00	
57	S57	TREE - 36" BOX	EA	3	$ 1,250.00	$4,500.00	
58	S58	SHRUBS - 5 GAL	EA	165	$ 34.00	$6,835.20	
59	S59	SHRUBS - 1 GAL	EA	328	$ 17.00	$5,576.00	
60	S60	TURF REPAIR (SOD)	LS	1	$ 9,300.00	$11,160.00	
61	S61	WOOD MULCH - 3" LAYER	CY	34	$ 155.00	$6,324.00	
62	S62	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	LS	1	$ 9,250.00	$11,100.00	
63	S63	MONUMENT SIGN	LS	1	$ 12,000.00	$18,000.00	
64	B1	CONCRETE SLAB AND CONCRETE LANDING	SF	1685	$ 13.00	$20,488.00	
65	B2	TUBE STEEL COLUMNS, CONNECTIONS, AND MISC METAL FABRICATION	LS	1	$ 9,500.00	$11,400.00	
66	B3	METAL SCREEN SECURITY MESH	SF	450	$ 15.00	$8,100.00	
67	B4	WOOD STUD FRAMING AND MISCELLANEOUS CARPENTRY	LS	1	$ 8,000.00	$9,600.00	
68	B5	LOWER CASEWORK	LF	24	$ 180.00	$5,184.00	
69	B6	UPPER CASEWORK	LF	24	$ 200.00	$5,760.00	
70	B7	EXPOSED EAVE PLANK BOARD AND FASCIA TRIM BOARD	SF	301	$ 18.00	$6,813.60	
71	B8	PVC ROOFING SYSTEM, PVC WALKING PADS, AND FLASHING	SF	7360	$ 14.00	$103,040.00	
72	B9	DENSGLASS SHEATHING	SF	6360	$ 9.00	$57,267.60	
73	B10	ROOF DRAINS	EA	4	$ 1,400.00	$5,720.00	
74	B11	OVERFLOW DRAINS	EA	4	$ 1,400.00	$5,720.00	
75	B12	EQUIPMENT PLATFORMS	EA	5	$ 2,500.00	$15,000.00	
76	B13	WINDOWS	EA	13	$ 1,800.00	$26,100.00	
77	B14	SINGLE DOORS, AND DOOR FRAMES WITH HARDWARE	EA	6	$ 1,200.00	$12,960.00	
78	B15	DOUBLE DOORS, AND DOOR FRAMES WITH HARDWARE	EA	11	$ 1,908.00	$15,360.00	
79	B16	ROLL-UP DOOR, AND DOOR FRAMES WITH HARDWARE	EA	1	$ 6,000.00	$7,200.00	
80	B17	NEW GYP BOARD AND PATCHING OF WALLS AND CEILING	LS	1	$ 4,000.00	$4,800.00	
81	B18	PAINTING OF INTERIOR AND EXTERIOR OF BUILDING, CAULKING	LS	1	$ 3,200.00	$3,840.00	
82	B19	WOOD STAIN EXTERIOR OF BUILDING EAVES AND CEILING	LS	1	$ 3,500.00	$4,200.00	
83	B20	FLOOR TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	SF	916	$ 47.57	$43,577.60	
84	B21	WALL TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	SF	2240	$ 34.26	$77,007.60	
85	B22	FIBER-REINFORCED PLASTIC WALL PANELS OVER GYPSUM	SF	1933	$ 18.00	$34,794.00	
86	B23	POLISH CONCRETE FINISH WITH SEAL	SF	2320	$ 10.00	$27,178.00	
87	B24	RUBBER BASE	LF	2500	$ 6.00	$2 4,000.00	
88	B25	ACOUSTICAL T-BAR CEILING SYSTEM	SF	922	$ 10.00	$9,352.50	
89	B26	LUXURY VINYL TILE FLOORING SYSTEM	SF	2078	$ 8.50	$23,239.05	
90	B27	ACCESS PANELS FOR PLUMBING	EA	7	$ 450.00	$3,949.20	
91	B28	RESTROOM ACCESSORIES, SOAP DISPENSER	EA	9	$ 250.00	$3,600.00	
92	B29	RESTROOM ACCESSORIES, MIRROR 18X36	EA	4	$ 325.00	$2,080.00	
93	B30	RESTROOM ACCESSORIES, MIRROR 48X36	EA	2	$ 400.00	$1,280.00	
94	B31	RESTROOM ACCESSORIES, SEAT COVER DISPENSER	EA	10	$ 200.00	$3,200.00	
95	B32	RESTROOM ACCESSORIES, 42X24 LONG TWO WALL GRAB BAR	EA	4	$ 400.00	$2,560.00	
96	B33	ALL RESTROOM ACCESSORIES, TOILET TISSUE DISPENSER	EA	10	$ 200.00	$3,200.00	
97	B34	ALL RESTROOM ACCESSORIES, SANITARY NAPKIN DISPOSAL	EA	0	$ 225.00	$2,160.00	

$3,698,509.20

the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of Five Million Four Hundred Seventy Seven Thousand Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY Builders United, LLC

SIGNED _____ DATE 05-22-2025

EXHIBIT 3

BID

BID SCHEDULE – (IFB-25-10)

PROJECT NO. 1795

Mills Park Bldg Renovations

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
SITE SCHEDULE OF VALUES					
S1	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	1	LS	$580,000.00	$580,000.00
S2	TRAFFIC CONTROL AND WORK SITE PROTECTION	1	LS	$40,000.00	$40,000.00
S3	DEMOLITION AND SITE CLEARING	1	LS	$210,000.00	$210,000.00
S4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, AND CONCRETE IMPROVEMENTS	1	LS	$190,000.00	$190,000.00
S5	WATER POLLUTION CONTROL	1	LS	$32,000.00	$32,000.00
S6	CURB RAMP	1	EA	$3,500.00	$3,500.00
S7	FULL DEPTH AC (2' WIDE X 1' DEEP)	60	SF	$25.00	$1,500.00
S8	4" DIA.SDR 35 DRAIN PIPE	210	LF	$180.00	$37,800.00
S9	6" DIA.SDR 35 DRAIN PIPE	275	LF	$200.00	$55,000.00
S10	8" DIA. SDR 35 DRAIN PIPE	300	LF	$220.00	$66,000.00
S11	NDS 900 SQ. CATCH BASIN WITH SQUARE TRAFFIC GRATE	6	EA	$2,000.00	$12,000.00
S12	12"X12" BROOKS DRAIN BOX WITH TRAFFIC COVER	1	EA	$4,000.00	$4,000.00
S13	PARKWAY DRAIN PER APWA STD.151-2, S=2'	1	EA	$3,000.00	$3,000.00
S14	NDS SPEED D BASIN RISER WITH 6" ROUND GRATE	17	EA	$950.00	$16,150.00
S15	4"VCP SDR 35 WASTE LINE FROM PROPOSED WATER TANK	80	LF	$200.00	$16,000.00
S16	SEWER CLEANOUT PER APWA STD. PLAN 204-2	1	EA	$2,500.00	$2,500.00
S17	2" PVC SCH 80 WATER SERVICE PIPE AND 2" BACKFLOW PREVENTER	115	LF	$85.00	$9,775.00
S18	3/4" WATER SERVICE WITH GATE VALVE RINSE OFF	1	LS	$3,000.00	$3,000.00
S19	CONSTRUCT 4" EXTRA STRENGTH SEWER, CONNECT TO EXISTING 10" WATER	254	LF	$260.00	$66,040.00
S20	CONCRETE CURB (6" CURB FACE)	3	LF	$180.00	$540.00

S21	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB	9800	SF	$22.00	$215,600.00
S22	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB W/ INTEGRAL COLOR	30	SF	$60.00	$1,800.00
S23	6" THICK PCC SPLASH PAD PAVING	1300	SF	$20.00	$26,000.00
S24	12 X 24 PEDESTRIAN PAVER	1616	SF	$50.00	$80,800.00
S25	EXTERIOR ELECTRICAL AND LIGHTING	1	LS	$80,000.00	$80,000.00
S26	6" PCC CONTAINMENT CURB	21	LF	$66.00	$1,386.00
S27	12" RAISED CURB	12	LF	$80.00	$960.00
S28	6" PCC MAINTENANCE BAND	112	LF	$20.00	$2,240.00
S29	12" PCC MAINTENANCE BAND	85	LF	$32.00	$2,720.00
S30	12" DECORATIVE INTEGRAL COLOR BAND	342	LF	$88.00	$30,096.00
S31	24" DECORATIVE INTEGRAL COLOR BAND	57	LF	$125.00	$7,125.00
S32	6" DECORATIVE INTEGRAL COLOR BAND	76	LF	$52.00	$3,952.00
S33	BUILT-IN BLEACHER SEATING	1	LS	$70,000.00	$70,000.00
S34	POURED-IN-PLACE LOW WALL 'A'	25	LF	$140.00	$3,500.00
S35	POURED-IN-PLACE LOW WALL 'B'	80	LF	$280.00	$22,400.00
S36	POURED-IN-PLACE LOW WALL 'C'	36	LF	$100.00	$3,600.00
S37	SHADE STRUCTURE - 9' X 15'	1	EA	$55,460.00	$55,460.00
S38	METAL FENCING (4-1/2' HEIGHT)	230	LF	$100.00	$23,000.00
S39	HANDRAIL @ STAIRS	25	LF	$95.00	$2,375.00
S40	GUARDRAIL	15	LF	$240.00	$3,600.00
S41	STAIRS	65	SF	$95.00	$6,175.00
S42	SPLASH PAD GROUND SPRAYS	1	LS	$96,760.00	$96,760.00
S43	SPLASH PAD UNDERGROUND COLLECTOR TANK	1	LS	$77,880.00	$77,880.00
S44	SPLASH PAD MECHNICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION, UV FILTRATION, EYE WASH, DIVERTER VALVE, UNISTRUT, RAIN DIVERTER, DRAINS, PIPES, AND PLUMBING CONNECTIONS	1	LS	$277,300.00	$277,300.00
S45	REMOVABLE TETHERBALL POST	2	EA	$2,500.00	$5,000.00

S46	FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS	1	LS	$36,000.00	$36,000.00
S47	DIGITAL SIGN	1	LS	$230,000.00	$230,000.00
S48	ACCESSIBLE RINSE-OFF SHOWER AND PLUMBING	1	LS	$10,000.00	$10,000.00
S49	6' DIA. TREE GRATE	1	EA	$6,800.00	$6,800.00
S50	PEBBLE SEAT	3	EA	$2,200.00	$6,600.00
S51	WASTE RECEPTACLE	3	EA	$3,200.00	$9,600.00
S52	ELECTRIC TANKLESS WATER HEATER	1	EA	$2,500.00	$2,500.00
S53	IRRIGATION SYSTEM MODIFICATIONS	1	LS	$190,000.00	$190,000.00
S54	SOIL PREP AND FINE GRADING	8660	SF	$15.00	$129,900.00
S55	WEED ABATEMENT	8660	SF	$0.30	$2,554.70
S56	ROOT BARRIERS	1	LS	$1,770.00	$1,770.00
S57	TREE - 36" BOX	3	EA	$1,550.00	$4,650.00
S58	SHRUBS - 5 GAL	169	EA	$42.00	$7,098.00
S59	SHRUBS - 1 GAL	325	EA	$15.50	$5,037.50
S60	TURF REPAIR (SOD)	1	LS	$11,210.00	$11,210.00
S61	WOOD MULCH - 3" LAYER	34	CY	$189.00	$6,426.00
S62	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS	$10,000.00	$10,000.00
S63	MONUMENT SIGN	1	LS	$37,760.00	$37,760.00
BUILDING SCHEDULE OF VALUES					
B1	CONCRETE SLAB AND CONCRETE LANDING	1885	SF	$50.00	$94,250.00
B2	TUBE STEEL COLUMNS, CONNECTIONS, AND MISC METAL FABRICATION	1	LS	$90,000.00	$90,000.00
B3	METAL SCREEN SECURITY MESH	450	SF	$45.00	$20,250.00
B4	WOOD STUD FRAMING AND MISCELLANEOUS CARPENTRY	1	LS	$110,000.00	$110,000.00
B5	LOWER CASEWORK	24	LF	$260.00	$6,240.00
B6	UPPER CASEWORK	24	LF	$240.00	$5,760.00
B7	EXPOSED EAVE PLANK BOARD AND FASCIA TRIM BOARD	308	SF	$52.00	$16,016.00
B8	PVC ROOFING SYSTEM, PVC WALKING PADS, AND FLASHING	7360	SF	$18.00	$132,480.00

B9	DENSGLASS SHEATHING	6366	SF	$14.00	$89,124.00
B10	ROOF DRAINS	4	EA	$2,900.00	$11,600.00
B11	OVERFLOW DRAINS	4	EA	$3,500.00	$14,000.00
B12	EQUIPMENT PLATFORMS	5	EA	$6,000.00	$30,000.00
B13	WINDOWS	13	EA	$8,300.00	$107,900.00
B14	SINGLE DOORS, AND DOOR FRAMES WITH HARDWARE	9	EA	$2,800.00	$25,200.00
B15	DOUBLE DOORS, AND DOOR FRAMES WITH HARDWARE	8	EA	$8,300.00	$66,400.00
B16	ROLL-UP DOOR, AND DOOR FRAMES WITH HARDWARE	1	EA	$15,000.00	$15,000.00
B17	NEW GYP BOARD AND PATCHING OF WALLS AND CEILINGS	1	LS	$80,000.00	$80,000.00
B18	PAINTING OF INTERIOR AND EXTERIOR OF BUILDING, CAULKING	1	LS	$48,000.00	$48,000.00
B19	WOOD STAIN EXTERIOR OF BUILDING EAVES AND CEILING	1	LS	$13,000.00	$13,000.00
B20	FLOOR TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	915	SF	$48.00	$43,920.00
B21	WALL TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	2240	SF	$36.00	$80,640.00
B22	FIBER-REINFORCED PLASTIC WALL PANELS OVER GYPSUM	1930	SF	$16.00	$30,880.00
B23	POLISH CONCRETE FINISH WITH SEAL	2320	SF	$15.00	$34,800.00
B24	RUBBER BASE	2500	LF	$4.00	$10,000.00
B25	ACOUSTICAL T-BAR CEILING SYSTEM	522	SF	$34.00	$17,748.00
B26	LUXURY VINYL TILE FLOORING SYSTEM	2075	SF	$18.00	$37,350.00
B27	ACCESS PANELS FOR PLUMBING	7	EA	$600.00	$4,200.00
B28	RESTROOM ACCESSORIES, SOAP DISPENSER	9	EA	$360.00	$3,240.00
B29	RESTROOM ACCESSORIES, MIRROR 18X36	4	EA	$650.00	$2,600.00
B30	RESTROOM ACCESSORIES, MIRROR 48X36	2	EA	$120.00	$240.00
B31	RESTROOM ACCESSORIES, SEAT COVER DISPENSER	10	EA	$180.00	$1,800.00
B32	RESTROOM ACCESSORIES, 42X54 LONG TWO WALL GRAB BAR	4	EA	$415.00	$1,660.00
B33	ALL RESTROOM ACCESSORIES, TOILET TISSUE DISPENSER	10	EA	$770.00	$7,700.00
B34	ALL RESTROOM ACCESSORIES, SANITARY NAPKIN DISPOSAL	6	EA	$240.00	$1,440.00
B35	ALL RESTROOM ACCESSORIES, CLOTHES HOOKS	10	EA	$72.00	$720.00

B36	ALL RESTROOM ACCESSORIES, PAPER TOWEL DISPENSER	4	EA	$1,300.00	$5,200.00
B37	ALL RESTROOM ACCESSORIES, BABY CHANGING STATION	4	EA	$1,450.00	$5,800.00
B38	ACCESSIBLE TOILET STALL; SOLID PHENOLIC PARTITIONS (4 TOTAL)	1	LS	$9,000.00	$9,000.00
B39	REGULAR TOILET STALL; SOLID PHENOLIC PARTITIONS (6 TOTAL)	1	LS	$12,000.00	$12,000.00
B40	URINAL PARTITION; SOLID PHENOLIC PARTITIONS	1	LS	$1,800.00	$1,800.00
B41	KITCHEN EQUIPMENT; STOVE INSTALLATION	1	EA	$800.00	$800.00
B42	KITCHEN EQUIPMENT; MICROWAVE INSTALLATION	1	EA	$800.00	$800.00
B43	KITCHEN EQUIPMENT; REFRIGERATOR INSTALLATION	1	EA	$1,400.00	$1,400.00
B44	KITCHEN EQUIPMENT; ICEMAKER INSTALLATION	1	EA	$1,400.00	$1,400.00
B45	KITCHEN EQUIPMENT; GARBAGE DISPOSAL INSTALLATION	1	EA	$1,200.00	$1,200.00
B46	KITCHEN EQUIPMENT; WALL MOUNT TV INSTALLATION	1	EA	$700.00	$700.00
B47	RESTROOM SIGNAGE, ROOM I.D. & GEOMETRIC	4	EA	$300.00	$1,200.00
B48	WATER HAMMER ARRESTOR AND THERMOSTATIC MIXING VALVE PLUMBING FIXTURES WITH REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA	$3,100.00	$3,100.00
B49	WATER CLOSET PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	10	EA	$7,400.00	$74,000.00
B50	URINAL PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	$7,200.00	$14,400.00
B51	LAVATORY FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	8	EA	$5,000.00	$40,000.00
B52	FLOOR DRAIN FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	6	EA	$4,000.00	$24,000.00
B53	FLOOR SINK FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	1	EA	$3,800.00	$3,800.00
B54	MOP SINK FIXTURE WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA	$4,350.00	$4,350.00
B55	WATER HEATER WITH REQUIRED VENTING PIPES, SUPPLY PIPES, AND POWER CONNECTIONS	1	EA	$18,500.00	$18,500.00
B56	SINK FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	$6,200.00	$12,400.00

B57	DRINKING FOUNTAIN FIXTURE AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA	$15,500.00	$31,000.00
B58	HVAC's ROOF TOP SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA	$85,000.00	$85,000.00
B59	HEAT PUMP UNIT SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	2	EA	$20,000.00	$20,000.00
B60	EXHAUST FANS, DUCT WORK, REGISTERS, AND AIR BALANCING	7	EA	$5,000.00	$35,000.00
B61	KITCHEN EXHAUST HOOD AND RANGE EXHAUST HOOD, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA	$18,000.00	$18,000.00
B62	SERVICE, ELECTRICAL PANELS, POWER, SWITCHING, DISTRIBUTION, OCCUPANCY SENSORS, DATA, AND COMMUNICATION CONDUITS	1	LS	$32,000.00	$32,000.00
B63	SERVICE, ALL RESTROOM HAND DRYER	4	EA	$1,500.00	$6,000.00
B64	SERVICE, INTERIOR LINEAR LIGHT FIXTURES	62	EA	$1,100.00	$68,200.00
B65	SERVICE, INTERIOR 4"X4" LIGHT FIXTURES	22	EA	$900.00	$19,800.00
B66	SERVICE, INTERIOR ILLUMINATED EXIST LIGHT FIXTURES	7	EA	$600.00	$4,200.00
B67	SERVICE, EXTERIOR LIGHT FIXTURES	10	EA	$550.00	$5,500.00
B68	REINSTALLATION OF EXISTING FIRE EXTINGUISHER CABINET & EXTINGUISHER	1	EA	$1,000.00	$1,000.00
B69	FIRE ALARM SYSTEM, SENSORS, PANEL, & STROBES	1	LS	$33,000.00	$33,000.00
B70	STUCCO	1	LS	$77,000.00	$77,000.00
B71	INSULATION ROOF AND WALLS	1	LS	$25,000.00	$25,000.00
B72	CEMENT BOARD	2240	SF	$12.00	$26,880.00
B73	T&G	2110	SF	$15.00	$31,650.00
B74	COUNTER TOPS	150	SF	$85.00	$12,750.00
X	Allowance	1	LS	$365,000	$365,000

TOTAL BASE BID AMOUNT*	**Figures**	$5,563,471.50
	Words	Five Million Five hundred sixty three thousand four hundred seventy one and fifty cent

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between

the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern. In case of any discrepancy between the unit price and the extended total, the unit price shall prevail.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of 10% Dollars, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Section 20174, it is agreed a portion equal to the difference between the low bid and bid submitted by the second lowest responsible bidder shall be retained as liquidated damages by the Owner if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance and endorsements within the time provided and Owner awards the Contract to the second lowest responsible bidder. The surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used.

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS**

COMPANY Armstrong Cal Builders Inc.

SIGNED _____ DATE 05/22/2025

EXHIBIT 4

BID

BID SCHEDULE – (IFB-25-10)

PROJECT NO. 1795

Mills Park Bldg Renovations

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
SITE SCHEDULE OF VALUES					
S1	BONDING, INSURANCE, AND MOBILIZATION (CARSON GENERAL CONDITIONS)	1	LS		
S2	TRAFFIC CONTROL AND WORK SITE PROTECTION	1	LS		
S3	DEMOLITION AND SITE CLEARING	1	LS		
S4	EARTHWORK, REMOVAL AND GRADING, REMOVAL OF EXISTING PAVEMENT, OVEREXCAVATION, AND CONCRETE IMPROVEMENTS	1	LS		
S5	WATER POLLUTION CONTROL	1	LS		
S6	CURB RAMP	1	EA		
S7	FULL DEPTH AC (2' WIDE X 1' DEEP)	60	SF		
S8	4" DIA.SDR 35 DRAIN PIPE	210	LF		
S9	6" DIA.SDR 35 DRAIN PIPE	275	LF		
S10	8" DIA. SDR 35 DRAIN PIPE	300	LF		
S11	NDS 900 SQ. CATCH BASIN WITH SQUARE TRAFFIC GRATE	6	EA		
S12	12"X12" BROOKS DRAIN BOX WITH TRAFFIC COVER	1	EA		
S13	PARKWAY DRAIN PER APWA STD.151-2, S=2'	1	EA		
S14	NDS SPEED D BASIN RISER WITH 6" ROUND GRATE	17	EA		
S15	4"VCP SDR 35 WASTE LINE FROM PROPOSED WATER TANK	80	LF		
S16	SEWER CLEANOUT PER APWA STD. PLAN 204-2	1	EA		
S17	2" PVC SCH 80 WATER SERVICE PIPE AND 2" BACKFLOW PREVENTER	115	LF		
S18	3/4" WATER SERVICE WITH GATE VALVE RINSE OFF	1	LS		
S19	CONSTRUCT 4" EXTRA STRENGTH SEWER, CONNECT TO EXISTING 10" WATER	254	LF		
S20	CONCRETE CURB (6" CURB FACE)	3	LF		

S21	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB	9800	SF		
S22	6" THICK REINFORCED PCC WALKWAY OVER 6" CAB W/ INTEGRAL COLOR	30	SF		
S23	6" THICK PCC SPLASH PAD PAVING	1300	SF		
S24	12 X 24 PEDESTRIAN PAVER	1616	SF		
S25	EXTERIOR ELECTRICAL AND LIGHTING	1	LS		
S26	6" PCC CONTAINMENT CURB	21	LF		
S27	12" RAISED CURB	12	LF		
S28	6" PCC MAINTENANCE BAND	112	LF		
S29	12" PCC MAINTENANCE BAND	85	LF		
S30	12" DECORATIVE INTEGRAL COLOR BAND	342	LF		
S31	24" DECORATIVE INTEGRAL COLOR BAND	57	LF		
S32	6" DECORATIVE INTEGRAL COLOR BAND	76	LF		
S33	BUILT-IN BLEACHER SEATING	1	LS		
S34	POURED-IN-PLACE LOW WALL 'A'	25	LF		
S35	POURED-IN-PLACE LOW WALL 'B'	80	LF		
S36	POURED-IN-PLACE LOW WALL 'C'	36	LF		
S37	SHADE STRUCTURE - 9' X 15'	1	EA		
S38	METAL FENCING (4-1/2' HEIGHT)	230	LF		
S39	HANDRAIL @ STAIRS	25	LF		
S40	GUARDRAIL	15	LF		
S41	STAIRS	65	SF		
S42	SPLASH PAD GROUND SPRAYS	1	LS		
S43	SPLASH PAD UNDERGROUND COLLECTOR TANK	1	LS		
S44	SPLASH PAD MECHNICAL EQUIPMENT INCLUDING PUMP, CHEMICAL FILTRATION, UV FILTRATION, EYE WASH, DIVERTER VALVE, UNISTRUT, RAIN DIVERTER, DRAINS, PIPES, AND PLUMBING CONNECTIONS	1	LS		
S45	REMOVABLE TETHERBALL POST	2	EA		

S46	FLAGPOLE W/ DECORATIVE PEDESTAL AND UPLIGHTS	1	LS		
S47	DIGITAL SIGN	1	LS		
S48	ACCESSIBLE RINSE-OFF SHOWER AND PLUMBING	1	LS		
S49	6' DIA. TREE GRATE	1	EA		
S50	PEBBLE SEAT	3	EA		
S51	WASTE RECEPTACLE	3	EA		
S52	ELECTRIC TANKLESS WATER HEATER	1	EA		
S53	IRRIGATION SYSTEM MODIFICATIONS	1	LS		
S54	SOIL PREP AND FINE GRADING	8660	SF		
S55	WEED ABATEMENT	8660	SF		
S56	ROOT BARRIERS	1	LS		
S57	TREE - 36" BOX	3	EA		
S58	SHRUBS - 5 GAL	169	EA		
S59	SHRUBS - 1 GAL	325	EA		
S60	TURF REPAIR (SOD)	1	LS		
S61	WOOD MULCH - 3" LAYER	34	CY		
S62	ONE-HUNDRED TWENTY (120) DAY MAINTENANCE PERIOD	1	LS		
S63	MONUMENT SIGN	1	LS		
BUILDING SCHEDULE OF VALUES					
B1	CONCRETE SLAB AND CONCRETE LANDING	1885	SF		
B2	TUBE STEEL COLUMNS, CONNECTIONS, AND MISC METAL FABRICATION	1	LS		
B3	METAL SCREEN SECURITY MESH	450	SF		
B4	WOOD STUD FRAMING AND MISCELLANEOUS CARPENTRY	1	LS		
B5	LOWER CASEWORK	24	LF		
B6	UPPER CASEWORK	24	LF		
B7	EXPOSED EAVE PLANK BOARD AND FASCIA TRIM BOARD	308	SF		
B8	PVC ROOFING SYSTEM, PVC WALKING PADS, AND FLASHING	7360	SF		

B9	DENSGLASS SHEATHING	6366	SF		
B10	ROOF DRAINS	4	EA		
B11	OVERFLOW DRAINS	4	EA		
B12	EQUIPMENT PLATFORMS	5	EA		
B13	WINDOWS	13	EA		
B14	SINGLE DOORS, AND DOOR FRAMES WITH HARDWARE	9	EA		
B15	DOUBLE DOORS, AND DOOR FRAMES WITH HARDWARE	8	EA		
B16	ROLL-UP DOOR, AND DOOR FRAMES WITH HARDWARE	1	EA		
B17	NEW GYP BOARD AND PATCHING OF WALLS AND CEILINGS	1	LS		
B18	PAINTING OF INTERIOR AND EXTERIOR OF BUILDING, CAULKING	1	LS		
B19	WOOD STAIN EXTERIOR OF BUILDING EAVES AND CEILING	1	LS		
B20	FLOOR TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	915	SF		
B21	WALL TILE, COMPLETE WITH GROUT AND SEALING AT RESTROOMS	2240	SF		
B22	FIBER-REINFORCED PLASTIC WALL PANELS OVER GYPSUM	1930	SF		
B23	POLISH CONCRETE FINISH WITH SEAL	2320	SF		
B24	RUBBER BASE	2500	LF		
B25	ACOUSTICAL T-BAR CEILING SYSTEM	522	SF		8800
B26	LUXURY VINYL TILE FLOORING SYSTEM	2075	SF		
B27	ACCESS PANELS FOR PLUMBING	7	EA		
B28	RESTROOM ACCESSORIES, SOAP DISPENSER	9	EA		
B29	RESTROOM ACCESSORIES, MIRROR 18X36	4	EA		
B30	RESTROOM ACCESSORIES, MIRROR 48X36	2	EA		
B31	RESTROOM ACCESSORIES, SEAT COVER DISPENSER	10	EA		
B32	RESTROOM ACCESSORIES, 42X54 LONG TWO WALL GRAB BAR	4	EA		
B33	ALL RESTROOM ACCESSORIES, TOILET TISSUE DISPENSER	10	EA		
B34	ALL RESTROOM ACCESSORIES, SANITARY NAPKIN DISPOSAL	6	EA		
B35	ALL RESTROOM ACCESSORIES, CLOTHES HOOKS	10	EA		

B36	ALL RESTROOM ACCESSORIES, PAPER TOWEL DISPENSER	4	EA		
B37	ALL RESTROOM ACCESSORIES, BABY CHANGING STATION	4	EA		
B38	ACCESSIBLE TOILET STALL; SOLID PHENOLIC PARTITIONS (4 TOTAL)	1	LS		
B39	REGULAR TOILET STALL; SOLID PHENOLIC PARTITIONS (6 TOTAL)	1	LS		
B40	URINAL PARTITION; SOLID PHENOLIC PARTITIONS	1	LS		
B41	KITCHEN EQUIPMENT; STOVE INSTALLATION	1	EA		
B42	KITCHEN EQUIPMENT; MICROWAVE INSTALLATION	1	EA		
B43	KITCHEN EQUIPMENT; REFRIGERATOR INSTALLATION	1	EA		
B44	KITCHEN EQUIPMENT; ICEMAKER INSTALLATION	1	EA		
B45	KITCHEN EQUIPMENT; GARBAGE DISPOSAL INSTALLATION	1	EA		
B46	KITCHEN EQUIPMENT; WALL MOUNT TV INSTALLATION	1	EA		
B47	RESTROOM SIGNAGE, ROOM I.D. & GEOMETRIC	4	EA		
B48	WATER HAMMER ARRESTOR AND THERMOSTATIC MIXING VALVE PLUMBING FIXTURES WITH REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA		
B49	WATER CLOSET PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	10	EA		
B50	URINAL PLUMBING FIXTURES AND REQUIRED BACK SUPPORTS, FLUSHOMETER, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		
B51	LAVATORY FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	8	EA		
B52	FLOOR DRAIN FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	6	EA		
B53	FLOOR SINK FIXTURES, TRAP PRIMER, AND SEWER CONNECTIONS	1	EA		
B54	MOP SINK FIXTURE WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	1	EA		
B55	WATER HEATER WITH REQUIRED VENTING PIPES, SUPPLY PIPES, AND POWER CONNECTIONS	1	EA		
B56	SINK FIXTURES WITH FAUCET AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		

B57	DRINKING FOUNTAIN FIXTURE AND REQUIRED BACK SUPPORTS, VENTING PIPES, SUPPLY PIPES, AND SEWER CONNECTIONS	2	EA		
B58	HVAC's ROOF TOP SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA		
B59	HEAT PUMP UNIT SYSTEM, DUCT WORK, REGISTERS, AND AIR BALANCING	2	EA		
B60	EXHAUST FANS, DUCT WORK, REGISTERS, AND AIR BALANCING	7	EA		
B61	KITCHEN EXHAUST HOOD AND RANGE EXHAUST HOOD, DUCT WORK, REGISTERS, AND AIR BALANCING	1	EA		
B62	SERVICE, ELECTRICAL PANELS, POWER, SWITCHING, DISTRIBUTION, OCCUPANCY SENSORS, DATA, AND COMMUNICATION CONDUITS	1	LS		
B63	SERVICE, ALL RESTROOM HAND DRYER	4	EA		
B64	SERVICE, INTERIOR LINEAR LIGHT FIXTURES	62	EA		
B65	SERVICE, INTERIOR 4"X4" LIGHT FIXTURES	22	EA		
B66	SERVICE, INTERIOR ILLUMINATED EXIST LIGHT FIXTURES	7	EA		
B67	SERVICE, EXTERIOR LIGHT FIXTURES	10	EA		
B68	REINSTALLATION OF EXISTING FIRE EXTINGUISHER CABINET & EXTINGUISHER	1	EA		
B69	FIRE ALARM SYSTEM, SENSORS, PANEL, & STROBES	1	LS		
B70	STUCCO	1	LS		
B71	INSULATION ROOF AND WALLS	1	LS		
B72	CEMENT BOARD	2240	SF		
B73	T&G	2110	SF		
B74	COUNTER TOPS	150	SF		
X	Allowance	1	LS		

TOTAL BASE BID AMOUNT*	**Figures**	
	Words	

The undersigned agrees that these Contract Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of days indicated in the Invitation for Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the owner and another contractor, whichever is earlier. The undersigned also agrees that if there is a discrepancy between

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER TAKING A POSITION OF OPPOSITION AND SENDING A CORRESPONDING LETTER TO THE LEAGUE OF CALIFORNIA CITIES REGARDING THE RECOMMENDATION OF THE CITY MANAGER'S SALES TAX WORKING GROUP ON THE BRADLEY-BURNS SALES AND USE TAX (CITY COUNCIL)

I. SUMMARY

This item transmits a letter of opposition for the City Council to consider regarding the League of California Cities' Sales Tax Working Group's proposed recommendations to modify the allocation of the Bradley-Bums 1% Sales Tax on e-commerce transactions.

The proposed 50/50 revenue split between the point-of-sale and destination cities would have a detrimental impact on Carson's fiscal stability, thereby impacting the quality of life of our residents. E-commerce accounted for roughly 11.5% of the total annual sales tax received by the City of Carson in 2024 and 2023. In a 50/50 split Carson will lose about $1.9 million (6%) based on 2024 sales tax actuals and $1.8 million (6%) based on 2023 sales tax actuals. Therefore, staff recommends that the City Council formally oppose the proposed 50/50 revenue split.

II. RECOMMENDATION

TAKE a position of OPPOSITION and DIRECT staff to transmit a corresponding letter.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

Carson is liable for the infrastructure that supports e-commerce operations, which includes roads, bridges, interchanges, traffic signals, high truck volumes, and commercial traffic. These maintenance costs, unlike the proposed 50/50 revenue split, would not be shifted to the "destination" cities. To shift tax revenue away from the point of sales while ignoring all maintenance costs is not only inequitable but fundamentally flawed. It is unjust that Carson along with other cities are now being asked to absorb the costs without the same revenue stream.

The City Manager's Sales Tax Working Group's recommendation came about during a time when e-commerce was thriving, which is no longer the case now. Due to the current volatile economic situation, many cities are experiencing a decrease in e-commerce sales tax revenues. Additionally, the City Manager's Sales Tax Group recommendation proposes a plus or minus of 10% to allow for flexibility that could apply to either the destination or host city. This is a large percentage of uncertainty as to where the additional plus or minus 10% could be allocated, thereby possibly causing up to a 60% loss of e-commerce sales tax revenue to cities like us. This is a significant blow to our ability to fund public safety, street repair, economic development, and core city services.

Staff will continue to monitor this recommendation from the Sales Tax Working Group in conjunction with Joe A. Gonsalves & Son, the professional legislative advocacy firm that represents Carson's legislative interests in Sacramento. Changing the Bradley-Burns Sales and Use Tax would ultimately have to go to a vote of the people either through the legislature to put it on the ballot or through the signature process. Updates will be brought to the City Council as appropriate and as needed with possible recommendations for future legislative action.

V. FISCAL IMPACT

There is no fiscal impact associated with this staff report, as it pertains only to the approval of the opposition letter.

VI. EXHIBITS

1. Sales Tax Reform Opposition Letter

Attachments

Sales Tax Reform Opposition Letter

June 17, 2025

League of California Cities (CalCities)
1400 K Street, Suite 400
Sacramento, CA 95814

Subject: Opposition to Proposed to E-Commerce Sales Tax Changes (Bradley Burns Sales Tax Reform) - Protecting Carson's Financial Stability

Dear CalCities Board Members,

On behalf of the City of Carson, our City Council writes to express our strong opposition to the Sales Tax Working Group's proposed recommendations to alter the allocation of the Bradley-Bums 1% Sales Tax for e-commerce transactions.

The proposed 50/50 revenue split between the point-of-sale and destination cities would have a detrimental impact on Carson's fiscal stability and thus the quality of life of our residents. E-commerce accounted for roughly 11.5% of the total annual sales tax received by the City of Carson in 2024 and 2023. In a 50/50 split Carson will lose about $1.9 million (6%) based on 2024 sales tax actuals and $1.8 million (6%) based on 2023 sales tax actuals. For this reason, we are firmly opposed to the proposed 50/50 revenue split. Carson is home to vibrant, predominantly minority communities that have long shouldered the impacts of heavy industrial and logistical activity due to our proximity to the Ports of Los Angeles and Long Beach. The City of Carson is experiencing a renaissance and continues working toward becoming a destination City by harnessing control of our future and securing meaningful benefits for our residents. Losing a portion of our revenue would threaten those efforts by reducing the resources we rely on to improve quality of life for our residents and invest in our neighborhoods.

The City Manager's Sales Tax Group's recommendation came about during a time when e-commerce was thriving, which is no longer the case now. Due to the current volatile economic situation, many cities are experiencing a decrease in e-commerce sales tax revenues. Additionally, the City Manager's Sales Tax Group recommendation proposes a plus or minus of 10% to allow for flexibility that could apply to either the destination or host city. This is a large percentage of uncertainty as to where the additional plus or minus 10% could be allocated, thereby possibly causing up to a 60% loss of e-commerce sales tax revenue to cities like us. This

is a significant blow to our ability to fund public safety, street repair, economic development, and core city services.

Carson is liable for the infrastructure that supports e-commerce operations, which includes roads, bridges, interchanges, traffic signals, high truck volumes, and commercial traffic. The maintenance costs, unlike the proposed 50/50 revenue split, would not be shifted to the "destination" cities. To shift tax revenue away from the point of sales while ignoring all maintenance costs is not only inequitable but fundamentally flawed. It is unjust that Carson along with other cities are now being asked to absorb the costs without the same revenue stream.

Furthermore, this change retroactively undermines the very incentive structure that encouraged cities to invest in job creation, infrastructure, and commerce. If these recommendations proceed, cities that acted responsibly and fostered economic growth will be punished for their foresight. This creates a chilling effect for future investment planning and sends a message that cities cannot rely on existing revenue frameworks when making long-term commitments to the community.

We along with several other cities strongly urge CalCities to reject this redistribution proposal and instead pursue policies that recognize the full financial responsibilities borne by point-of-sale cities. Any framework that ignores the cost of infrastructure maintenance while shifting revenue away is inherently inequitable and unsustainable.

We appreciate your ongoing advocacy and welcome the opportunity to work collaboratively on alternative solutions that uphold fiscal fairness and protect cities that have invested in California's economic engine.

Sincerely,

City of Carson Mayor and City Council

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER CANCELING THE AUGUST 19, 2025, REGULAR CITY COUNCIL MEETING BY MINUTE ORDER (CITY COUNCIL)

I. SUMMARY

This item transmits a request for City Council to consider canceling the August 19, 2025, Regular City Council Meeting by minute order. The City Council typically meets on the first and third Tuesdays of each month. Approval of this item would cancel, or cause "to go dark," the Regular meeting that is scheduled to occur on the third Tuesday of August 2025.

II. RECOMMENDATION

1. APPROVE canceling the August 19, 2025, Regular City Council Meeting by minute order.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council and that is consistent with applicable laws.

IV. BACKGROUND

Section 2403(A) of the Carson Municipal Code provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month at the hour of 5:00 P.M. Section 308 of the City Charter authorizes the City Council to cancel meetings if it so desires. In the past, the City Council has chosen to cancel the second City Council meeting in the month of August when it deems appropriate.

Approval of this item would authorize a one-time cancellation of the second meeting in August 2025 that is scheduled to fall on the third Tuesday of that month. The normal City Council meeting schedule would resume in September 2025, with meetings on September 2 and 16.

V. FISCAL IMPACT

There is no fiscal impact associated with this report.

VI. EXHIBITS

None

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Christopher Palmer, Planner Manager CD Administration

Subject: CONSIDER A CONTRACTUAL SERVICES AGREEMENT WITH RETAIL STRATEGIES FOR RETAIL AND COMMERCIAL ATTRACTION FOR ECONOMIC DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED $150,000 (CITY COUNCIL)

I. SUMMARY

The City issued a Request for Proposals for an Economic Development Retail and Commercial Attraction Partnership (RFP 25-031) in May 2025 with responses received in June (Exhibit 1). Three proposals were received. An internal review evaluated the three firms that seemed to be the best match for Carson. An interview was conducted with the firm receiving the highest score by the Assistant City Manager and the Acting Economic Development Manager. Retail Strategies was recommended (Proposal is Exhibit 2, Contract is Exhibit 3). A full list of the firms that submitted is attached as Exhibit 4.

The scope of this contract entails partnering with Retail Strategies for market analysis, retail assessment strategy, business attraction and community representation all geared towards enhancement and implementation of the City's Economic Development Strategic Plan.

II. RECOMMENDATION

APPROVE a Contract Services Agreement with Retail Strategies, for the development and implementation of an economic development retail and commercial attraction partnership, in an amount not to exceed $150,000.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City issued a Request for Proposals for an Economic Development Retail and Commercial Attraction Partnership in May 2025 with responses received in June. In addition to the research activity, the purpose and scope of the plan is expected to highlight the City's unique selling points, such as its strategic location, assets, business-friendly policies, demographics, and infrastructure, and showcase the City's appeal to businesses, developers, investors, and visitors; all with the intent to attract desired industry to the City.

Three proposals were received from reputable firms who specialize in retail and financial brokerage services. Retail Strategies was identified as the lowest responsive bidder and submitted a comprehensive proposal to provide retail brokerage services on a retainer basis, over a three year period.

Retail Strategies, (the Consultant) is a premier retail and restaurant recruitment firm focused on helping communities across the United States attract and retain high-quality businesses. With over a decade of experience, they have successfully assisted more than 1,000 communities, leveraging a combination of real estate expertise, data-driven insights, and national connections. The firm is strives to advance the retail and restaurant recruitment efforts of the City while fostering economic growth and enhancing the community's vibrancy.

Retail Strategies has long-standing partnerships with top-tier full-service commercial real estate firms that specialize in retail real estate. These partnerships enhance their ability to provide comprehensive support in retail recruitment, ensuring that they can leverage their expertise and networks for the benefit of our community. The firm works seamlessly with these partners to ensure that both site selection and lease negotiations are handled efficiently and professionally.

V. FISCAL IMPACT

If approved, the contract is for an amount not to exceed $150,000 over a three year period; at $50,000 annually. There is no fiscal impact for the current (2024-25) fiscal year as sufficient funds exist in Account No. 101-70-720-969-6004 in the amount of $50,000. The additional years of the contract will be budgeted in the subsequent fiscal years for 2025-26 and 2026-27, concurrently.

VI. EXHIBITS

1. RFP 25-031 Economic Development Retail and Commercial Attraction Partnership
2. Retail Strategies - Proposal
3. Retail Strategies - Contract Service Agreement
4. RFP 25-031 - Bid Register

Attachments

RFP 25-031 Economic Development Retail and Commercial Attraction Partnership.pdf
Retail Strategies Proposal.pdf
(Retail Strategies) Professional Services Contract (2011996.3).pdf
RFP 25-031 Bid Register.pdf

Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS (RFP): 25-031

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

RETAIL BROKERAGE SERVICES

ISSUE DATE:	**05//30/2025**
QUESTIONS DEADLINE:	**06/04/2025 | 08:00 AM**
PROPOSAL DEADLINE:	**06/09/2025 | 10:00 AM**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://www.planetbids.com/portal/portal.cfm?CompanyID=32461

No late proposals will be accepted. Proposals received after the deadline established will not be considered for this contract. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittal of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, approve sub-consultants (if applicable), and select or reject proposals, should such action be deemed in the best interests of the City.

All questions or requests for interpretation regarding this RFP must be submitted online through PlanetBids by the date and time specified. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

Please note, in the event of a conflict between any details included in this RFP 25-031 and any details in PlanetBids, this RFP 25-031 shall control and govern.

To view other bidding opportunities from the City of Carson, please visit:
https://ci.carson.ca.us/Finance/Bidding.aspx

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson ("City") Planning Division is seeking qualified firms for professional Retail Brokerage Services. requests written responses to a Request for Proposals (RFP) for selection of Retail Brokerage Services on an on-call basis. The City provides vital services to City residents and requires capable and competent Retail Development Services. The City will evaluate and select a singular firm to develop and implement a plan for retail and restaurant to support its Economic Development efforts.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

B. GENERAL RFP POLICIES

The City of Carson reserves the right to make changes in this RFP as it may deem appropriate. Any and all changes in the RFP will be made by written addenda which will be issued via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process shall become a part of the original proposal. All proposals must be submitted by the date and time established for the opening of proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager, or assigned designee.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost

incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addenda via PlanetBids.

No contract exists on the part of the City until the City Council has made the award and a contract has been fully executed. The award, if made, will take approximately within ninety (90) calendar days after the scheduled proposal opening date.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the proposer's responsibility to ensure its documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened etc. may be considered nonresponsive. It is the proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including, but not limited to, registering as a vendor, updating passwords, updating profiles, downloading/uploading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids, as only the Purchasing Manager may be contacted. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Bidders are solely responsible for "on time" submission of their electronic bids. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by City staff until the close date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting "withdraw."

C. PROPOSAL SUBMISSION

All proposals in response to this RFP must be submitted electronically on PlanetBids no later than the due date and time established on the cover page of this solicitation document. All proposal submission documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All proposal submission documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a proposal being deemed unresponsive. All proposals shall include the following, at minimum:

I. Required Proposal Sections – **Not to exceed thirty (30) pages**:

- ☐ Cover Letter – Signed by an officer of the firm authorized to execute a contract with the City. The primary contact name, phone number, email, and mailing address shall also be included.
- ☐ Proposer Qualifications – Summarize the qualifications of the Proposer. Include general information such as, but not limited to, the number of years in business, areas of expertise, etc.
- ☐ Key Staff and Team – Identify Key Staff that will be assigned to the project and include a description of their skills, qualifications, and experience. Include a proposed project structure and organization chart.
- ☐ Project Understanding – Demonstrate an understanding of the Scope, key goals, and objectives.
- ☐ Project Approach and Work Plan – Include a detailed work approach and methodology, incorporating project stages, deliverables, project milestones, project timeline, and any other necessary information required to complete the Scope of Work.
- ☐ Subcontractor List (if applicable) – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.
    - The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.
- ☐ Cost File **(For purposes of the proposal page count limit [30], this item is not to be included).** – Include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses (if applicable). Include hourly rates for all personnel classifications/titles that would typically be required to complete the Scope of Work, any additional applicable fees that would be applicable, and an overall project budget for the successful completion of the outlined scope. Include hourly rates for additional work which may be authorized by the City's Contract Officer.
    - Cost Files must be submitted as a standalone document utilizing the Cost File upload option in Planet Bids.

II. Required General Attachments (Attached as Exhibit A)

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Acknowledgment of Insurance Endorsements – Insurance requirements are outlined in Section 5.1 of the City's Form Contract (Attached as Exhibit B)
- ☐ Client Reference List
- ☐ W9
- ☐ Modifications to the City's Form Contract (If applicable)
    - Proposers requesting modification to the City's Form Contract (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
    - Award is based on a successful negotiation. Failure of the City and any proposer to reach a mutual agreement regarding the Contract or

any other portions of the award, may result in the City moving to negotiation with another proposer.

D. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted. Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question. The City will provide formal answers to all questions.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or standard form Contract Services Agreement, must be included at the time of proposal submission. Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications. Changes to the RFP itself shall only be made by the City via formal written addenda.

Addenda will be published and distributed through the Vendor Portal. All addenda shall become a part of the RFP document requiring both signature and acknowledgement by the proposer.

It is the sole responsibility of the bidder to ensure that they have received the entire RFP including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

Type of Question	Contact	Contact Info
Those related to the Contract	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
Use of PlanetBids	PlanetBids	(818) 992-1771
City's Purchasing Process	Josilla Togiola Purchasing Manager	jtogiola@carsonca.gov (310) 830-7600 ext. 1237

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Written proposals shall clearly demonstrate the minimum qualifications in order to be considered responsive. All proposers must meet the following, at minimum:

- Qualification to conduct business in the City including, but not limited to: maintaining a City business license, maintaining the required Insurance as outlined above, etc.
- Not having been debarred by Federal, State or local government
- Demonstrated capability, skills, financial responsibility, experience, and resources to complete the Scope of Work.
- Minimum of five (5) years' experience in retail recruitment.

- Minimum of five (5) years' experience making outreach to property owners, brokers, developers, retailers, restaurant, and other retail industry players.
- Demonstrated active participation in International Council of Shopping Centers ("ICSC") and Retail Live.
- Demonstrated experience in data collection, reporting and identifying opportunities for the expansion and attraction of new retail sales operations in the City.
- Demonstrated experience beyond data collection and into relationship and connections with retail operators.
- Minimum of ten (10) members of Staff with a current Real Estate License.
- Demonstrated and example deliverables for retail and restaurant efforts.

F. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

Proposals will be evaluated on the basis of the response to all provisions of the RFP. The award, unless proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2611(c) (Professional Services Procurement) and shall be based on (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out the contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria table below.

An evaluation panel, consisting of City staff and members selected by City staff, will review and evaluate all responsive main submittals received by the submittal date as set forth in this RFP, or as amended by addenda, and the main submittals will be evaluated based on the thoroughness, clarity, and quality of the material presented.

The City will use the following criteria to evaluate proposals:

	Evaluation Criteria	Weight
0.	Responsive	Pass/Fail
1.	Quality of Firm – Specific capabilities, history, etc.	40%
2.	Quality of Staff – Key personnel qualifications, experience, etc.	20%
3.	Experience	20%
4.	Proposal Submission	20%
	Total	**100%**

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal and to waive any irregularities or informalities in any proposal; (2) Request clarification of any information contained in a proposal or allow for the correction of errors and/or omissions; (3) Conduct qualification interviews with highest ranked proposer(s) prior to a final selection; (4) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (5) Disregard all non-conforming, non-responsive, or conditional proposals; (6) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction; (7) Award a contract based solely on the submittal; (8) Select the proposal that will best meet the needs of the City; (9) Request clarification of any proposal; (10) Negotiate the Contract Services Agreement terms

with tentatively selected proposer(s); and (11) Modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

Proposals shall be kept confidential until the conclusion of the RFP process, including award and negotiation of the terms and all contracts awarded or proposed to be awarded.

Awarded proposer, or proposers if multiple contracts are awarded, will be notified by issuance of a Notice of Intent to Award via PlanetBids Vendor Portal to all bidders. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders except to the extent memorialized in a contract that is approved by the City or presented for approval by the City Council. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with other proposer(s) or withdraw the RFP in its entirety and re-bid.

SCOPE OF WORK (RFP 25-031)
RETAIL BROKERAGE SERVICES

The City is seeking retail services to develop a plan for retail and restaurant to attract desired retail and restaurants to the community. The City will work closely with the vendor to enhance business retention, identify City's strengths and weaknesses, and leverage those into a retailer's decision to locate inside the city. The vendor will serve as an extension to the City Staff. The proposed Scope of Work to include, but not limited to:

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies.
2. Perform market and retail Gap analysis for trade area.
3. Conduct retail peer market analysis.
4. Competition analysis of identified target zones trade area(s).
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis.
6. Retail competitor mapping/analysis.
7. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry.
8. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement.
9. Updates provided on retail industry trends.
10. Custom on-demand demographic research.
11. Customized retail market guide including aerial map with existing national retailer brands and traffic counts.

B. Real Estate Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities by licensed real estate professionals.
2. Identification of priority business categories for recruitment and/or local expansion.
3. Perform competitive analysis of existing shopping centers and retail corridors.
4. Active outreach to local brokers and landowners.

C. Retail Recruitment and Representation

1. Pro-active retail recruitment for targeted zones.
2. Will contact a minimum of thirty (30) retailers, restaurants, brokers and/or developers.
3. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity.
4. ICSC Conference representation and/or other retail conferences and tradeshows.

EXHIBIT A

EXHIBIT B

retail strategies

Retail Brokerage Services

RFP:25-031

Carson, California

Prepared by: Jessica Bohlen
Director, Community Partnerships
June 09th, 2025

retail strategies

+205 313-3676
info@retailstrategies.con
www.retailstrategies.con

Purchasing Department for the City of Carson, California,

Retail Strategies is pleased to submit our response to the Request for Proposal with the City of Carson for Retail Brokerage Services as outlined in RFP No. 25-031.

Retail Strategies requests the insertion of the following paragraph at the end of section 5.3 (Indemnification) in the Contract Service Agreement:

NOTWITHSTANDING THFOREGOING, CITY ACKNOWLEDGES AND AGREES THAT CONSULTANT'S TOTAL FINANCIAL OBLIGATIONS FOR INDEMNIFICATION UNDER THE TERMS OF THIS AGREEMENT SHALL BE EXPRESSLY LIMITED TO THE SUM OF (i) ALL INSURANCE COVERAGES OUTLINED IN SECTION 5.1, ABOVE, PLUS (ii) THE TOTAL COMPENSATION PAID TO CONSULTANT UNDER THE TERMS OF THIS AGREEMENT.

Retail Strategies understands and confirms our ability to successfully carry out the scope of services outlined in this Request for Proposal. With deep expertise in retail consulting, market analysis, and strategic planning, we are well-positioned to deliver results-driven solutions that support the City's Economic Development Strategy and its vision for vibrant, diverse, and thriving retail environments.

Authorized Person:
Robert Jolly, Jr.
Principal & CEO
robert@retailstrategies.com

Primary Contact:
Jessica Bohlen
916.622.0431
jbohlen@retailstrategies.com
1600 Iroquois Rd, Rocklin CA 95765

Robert Jolly
Founder and CEO

Lacy Beasley
President

Jessica Bohlen
Director, Community Partnerships

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retail strategies

Proposer Qualifications

Retail Strategies is a premier retail and restaurant recruitment firm focused on helping communities across the United States attract and retain high-quality businesses. With over a decade of experience, we have successfully assisted more than 1,000 communities, leveraging a combination of real estate expertise, data-driven insights, and national connections. Our firm is excited about the opportunity to work with Carson, California to advance its retail and restaurant recruitment efforts, fostering economic growth and enhancing the community's vibrancy.

Experience in Retail Real Estate	Retail Strategies has over 200 years of collective retail real estate experience. Since our founding in 2011, we have worked with over 1,000 communities across the United States to successfully recruit and retain retail and restaurant businesses. Our team has consistently demonstrated expertise in retail market analysis, community engagement, and real estate transactions, providing strategic support to clients in both urban and rural settings.
Outreach Experience	Our team has extensive experience in outreach to key stakeholders within the retail and restaurant industries. We have been actively engaged in making outreach to property owners, brokers, developers, retailers, restaurant operators, and other industry players for over 14 years. Our established relationships allow us to effectively advocate for our client communities, ensuring that the right businesses are attracted to each market. Retail Strategies has played a key role in facilitating over retail and restaurant deals across the country.
Partnership with a Full-Service Commercial Real Estate Firm	**Retail Strategies** has long-standing partnerships with top-tier full-service commercial real estate firms that specialize in retail real estate. These partnerships enhance our ability to provide comprehensive support in retail recruitment, ensuring that we can leverage their expertise and networks for the benefit of our clients. Our firm works seamlessly with these partners to ensure that both site selection and lease negotiations are handled efficiently and professionally. Our sister company, **Retail Specialists**, is a full service boutique brokerage firm—which includes leasing and brokerage, tenant representation, property management, and development.
Industry Participation	We are actively involved in key industry organizations such as the International Council of Shopping Centers (ICSC) and Retail Live. Our team attends over 20 deal-making events annually, ensuring that we stay up to date with the latest trends, opportunities, and key players in the retail sector. These events allow us to foster relationships with retailers, developers, brokers, and other professionals, which we leverage to support our clients' retail and restaurant recruitment efforts. We are industry influencers and believe in effecting change in our industry at the highest levels. Retail Strategies President, Lacy Beasley, serves on the Board of Trustees for ICSC, the largest not-for-profit membership-based industry organization.

Proposer Qualifications

Continued

Data Collection and Analysis Expertise	Retail Strategies excels in data collection and analysis, utilizing multiple premium datasets that provide insights into consumer demographics, spending patterns, and retail trends. Our team uses this data to craft compelling market stories that help communities attract the right retail businesses. We routinely deliver customized reports that highlight retail gaps, opportunities for expansion, and actionable insights to help local businesses thrive. We apply this data to both the recruitment of new retail businesses and the retention of existing ones.
Retail Operator Connections	Our team has built a robust network of retail operators, developers, and other key industry professionals over the last 14 years. Through our participation in industry events, our direct outreach efforts, and our track record of successful transactions, we have established lasting relationships with national retailers, restaurant chains, and franchisees. These connections are critical in ensuring that our client communities are connected to the right operators and that their retail and restaurant goals are realized. Annually we host over 20+ national brands in our office.
Professional Certification	Retail Strategies is proud to have six team members who hold the Certified Commercial Investment Member (CCIM) designation. This certification is a mark of excellence in commercial real estate, reflecting advanced knowledge in market analysis, financial analysis, and investment strategies. Our six in-house CCIM-certified professionals provide strategic insight and leadership, ensuring that we offer our clients the highest level of expertise in retail and real estate transactions. The Retail Strategies team is the **only** retail consulting firm with 25 licensed real estate agents and 6 Certified Commercial Investment Members on staff.

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Key Staff and Team

For our partnership we will dedicate a team of Retail Real Estate Professionals to serve as your day-to-day points of contact. These professionals are supported by a full marketing team, research staff, and executive oversight and support.

Most importantly, your team will be building a relationship with you so that we can leverage your local knowledge with our network of industry professionals.

Retail Recruitment

Brook Hill

PORTFOLIO DIRECTOR

John Mark Boozer

RETAIL DEVELOPMENT COORDINATOR

Jessica Bohlen

DIRECTOR, COMMUNITY PARTNERSHIPS

Marketing & Research

Courtney Hall

CHIEF MARKETING OFFICER

Ryder Richards

CREATIVE DIRECTOR

Michelle Moultrie

DIRECTOR OF MARKETING

Sam Hudson

GRAPHICS DESIGNER

Executive Support

Lacy Beasley

PRESIDENT

Scott VonCannon

COO

Clay Craft

VICE PRESIDENT, CLIENT SERVICES

Joe Strauss

VICE PRESIDENT, RETAIL DEVELOPMENT

Robert Jolly

PRESIDENT

Mead Silsbee

PRESIDENT

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Key Staff and Team

Retail Recruitment Team

Jessica Bohlen

Director, Community Partnerships
Jbohlen@retailstrategies.com

Jessica Bohlen is a business developer for Retail Strategies guiding municipal leaders in California, Oregon, Washington, and Idaho on their retail recruitment and community development initiatives.

Prior to her role, Jessica was brand manager for Mr. Smith, an Australian-based luxury haircare brand, where she managed multiple account executives across the U.S. and developed relationships with key accounts and distributors.

She received her bachelor's degree in communications from California State University. Along with her knowledge, she holds a strong skill set that allows her to increase sales and build trustworthy relationships with clients.

A native of northern California, Jessica loves to have friends and family over for a nice meal. She appreciates a nice sunny day outside and traveling with her husband in her free time.

John Mark Boozer

Retail Development Manager
jboozer@retailstrategies.com

As a Retail Development Manager, John Mark specializes in retail recruitment and development. He focuses on the identification of retail, restaurant, and hospitality companies to fill the product and service gaps within each of his client community's trade area. His primary role is to leverage industry relationships with the brokerage and development community to assist retailers' expansion efforts. He also trains Retail Development Coordinators on the team.

Prior to joining full-time, John Mark served as an intern for Retail Strategies and Retail Specialists for one year where he gained hands-on experience in many facets of the commercial real estate industry.

Originally from Winfield, Alabama, John Mark attended the University of Alabama at Birmingham Collat School of Business where he earned his bachelor's degree in Finance with honors. While there, he founded the Collat Real Estate Society, was a student member of CCIM, and studied abroad to the United Arab Emirates and the Netherlands.

Brooke Hill

Portfolio Director
bhill@retailstrategies.com

Brooke Hill is a dedicated Portfolio Director at Retail Strategies, specializing in fostering strong relationships between the company and communities across the West Coast, including Arizona, California, Oregon, and Washington. In her role, Brooke serves as the primary point of contact for Retail Strategies' clients, acting as a liaison with community leaders. She also actively engages with real estate professionals to advance the interests of these communities.
Brooke's comprehensive education from LSU's College of Business provides her with a solid foundation, and her extensive experience in managing and directing operations makes her an ideal fit for this multifaceted role.

Matt Jeager

Director of Client Services
mjeager@retailstrategies.com

As director of client services for Retail Strategies, Matt uses his background and experience to support all the retail recruitment teams on processes, negotiations and retailer connections.

Before joining Retail Strategies, Matt worked as director of operations at Premiere Property Management. Matt also worked as property manager for Shannon Waltchack, where he managed properties ranging from traditional retail to adaptive reuse and mixed-use properties. Throughout his career, he has also been successful in asset management, development, and leasing of retail commercial real estate.

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Key Staff and Team

Executive Support Team

Joe Strauss

Vice President, Retail Development
jstrauss@retailstrategies.com

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each county's trade area. He brings over 9 years of real estate experience to Retail Strategies. Joe has represented over 60 municipal, economic development, Chambers of Commerce, and regional groups throughout the Southeast and Midwest. Joe has worked with numerous developers, retailers, brokers, and property owners assisting in finding retail tenants in his territory. He and his team has assisted in the recruitment of over 60 retailers to our client markets and have many more in the pipeline for 2017.

Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in Real Estate and got into the business when he was a sophomore at the University. Joe is a licensed real estate professional and is also working on getting his CCIM designation, which is a Certified Commercial Investment Member.

Courtney Hall

Chief Marketing Officer
chall@retailstrategies.com

Courtney joined the Retail Strategies team in 2019. In her role as Chief Marketing Officer, she is responsible for overseeing the planning, development and execution of the company's marketing initiatives.

Prior to working for Retail Strategies, Courtney worked for Buxton where she worked with county officials as well as retail and healthcare executives to help with site selection and real estate growth. She graduated from Texas Tech University with a degree in Marketing. She is an avid runner and enjoys spending time with her twin daughters.

Clay Craft

Vice President, Client Services
ccraft@retailstrategies.com

As Vice President of Client Services, Clay serves as the face of the company for Retail Strategies clients in the Midwest and Florida. He began his career with Retail Strategies in retail development where he has assisted retailers in opening new stores in 12 states and now leverages that deal making experience to find new opportunities for development and redevelopment in his client cities. Clay's experience and contacts within the industry allows him to strategically identify retail users that will not only prosper within his engaged cities, but also make them better places to live.

Clay has a passion for sustainable growth and design and combines those skills with a deep understanding of the needs of his clients to make responsible retail growth happen.

Clay graduated with honors from Auburn University with a master's degree in landscape architecture in 2010. Clay is a licensed Real Estate Professional and a member of the International Council of Shopping Centers (ICSC).

Amanda Timko

Vice President of Operations
amanda@retailstrategies.com

As Vice President of Operations, Amanda oversees the internal operations of the organization with a focus on human capital and culture. She is instrumental in the design and implementation of company processes including onboarding, talent development, and performance management. By establishing best policies and practices, Amanda helps to build the optimal environment for team members to reach their full potential.

Previously in her role at Retail Specialists, Amanda was the Director of Marketing where she worked with both the Tenant Representation and Third-Party Leasing teams. During her time in marketing, she developed company marketing collateral, site selection packages, third-party leasing and sales brochures, and development plans.

Amanda received her bachelor's degree in marketing from the University of Alabama. She started her career in residential marketing before making the move to commercial real estate in 2012 as a marketing associate for The Shopping Center Group.

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Key Staff and Team

Executive Support Team

Robert Jolly

Principal & CEO
robert@retailstrategies.com

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010. Over the course of his career Robert has leased, managed, and developed millions of square feet of retail space.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma

Mead Silsbee

Principal & CFO
mead@retailstrategies.com

Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).

Lacy Beasley

President
lacy@retailstrategies.com

Lacy serves as President of Retail Strategies. She has been involved in retail real estate since 2005. Her experience with The Shopping Center Group and the Dickson County Chamber of Commerce prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side of the conversation.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley is the ICSC TN Government Relations Chair and has served on committees with CCIM, EDAA, and multiple ICSC planning committees. Her articles have been published in Shopping Centers Today, Site Selection Magazine and AL Retail Federation.

Lacy has spoken on retail trends and best practices in retail recruitment at more than 75 events including ICSC, American Association of Retirement Communities, American Public Power Association, Tennessee Valley Authority, ElectriCities of NC, Georgia Power, Southeastern Economic Development Council and state-wide economic development and municipal associations in AZ, LA, OK, TN, AL, MS, KY and GA.

Scott vonCannon

COO
scott@retailstrategies.com

Scott vonCannon came to Retail Strategies from Nashville, TN with an extensive background handling economic and community development marketing initiatives. He brings over 6 years of experience working with State officials, Economic Developers, Chambers of Commerce, and municipalities to help promote business growth within Cities, States and Regions around the Country. Scott graduated from Auburn University with a bachelor's degree in Business Administration with a concentration on Marketing. Scott has been an ICSC member for over 3 years and serves as the ICSC P3 Retail Private Sector Chair in Alabama. He also serves on the AL EDAA Retail Committee. Scott is a licensed real estate professional and has completed working to obtain his CCIM designation.

Scott has presented on retail trends and best practices to over 50 municipal, economic development, chamber of commerce and regional groups throughout the Southeast. He has worked with numerous developer, retailers and brokers throughout the Southeast and Sun Belt region. He and his team has assisted in the recruitment of over 45 retailers to our client markets.

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Project Understanding

Retail recruitment is an essential component of economic development, and with the expertise and resources provided by Retail Strategies, Carson is well-positioned to attract the right retail and restaurant businesses. Our tailored approach, backed by data and real estate expertise, will ensure Carson's growth and success. We are excited to partner with you and bring our knowledge and national network to work for your community's future.

Objectives

- To conduct a comprehensive analysis of the retail and restaurant landscape in Carson, California
- To identify opportunities for new businesses that will contribute to the community's growth and economic development.
- To leverage Retail Strategies' national network and expertise to connect Carson with the right businesses, brokers, developers, and real estate professionals.
- To build a tailored retail recruitment plan for Carson, positioning the city as an attractive location for retail and restaurant expansion.

Findings

- **Market Data and Analysis**: Understanding consumer behavior and local demographics is crucial. Retail Strategies invests in premium datasets to craft a compelling story about each community's potential.
- **Real Estate Availability**: Identifying the right sites and ensuring they align with retailer requirements is key. Our team works closely with local stakeholders to ensure Carsons's available properties are presented in the best possible light.
- **National Connections and Networking**: Retail recruitment involves multiple stakeholders—brokers, developers, real estate managers, franchisees, and investors. Our team attends major industry events such as ICSC and RetailLive! to connect Carson with key decision-makers.

Recommendations

1. **Conduct a Detailed Market and Real Estate Analysis**: Using advanced tools and datasets, we will provide an in-depth analysis of Carson's consumer demographics and current retail market to identify gaps and opportunities for new businesses.
2. **Develop a Tailored Retail Recruitment Plan**: Based on the market analysis, we will craft a customized retail strategy that highlights Carson's unique strengths and opportunities for retailers and restaurant operators.
3. **Engage National Retailers and Developers**: We will leverage our national network of real estate professionals to connect Carson with expanding businesses, ensuring that key decision-makers are aware of the opportunities in your community.
4. **Ongoing Networking and Relationship-Building**: Attend industry conferences and follow up with leads to maintain momentum and build long-term relationships with potential tenants for Carson's retail spaces.

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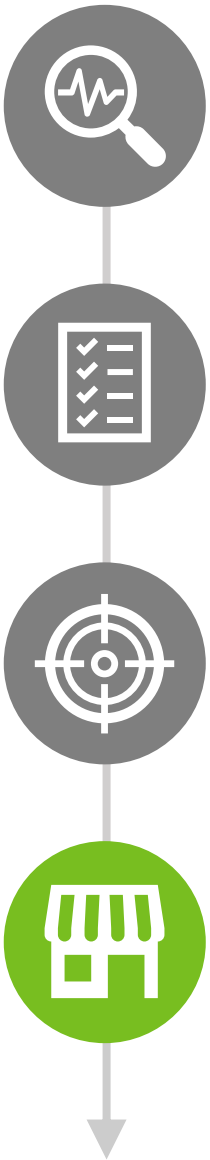
Project Approach and Work Plan



Market Analysis

The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.

Real Estate Assessment

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional.

Retail Strategy

Based off your data, real estate assets, community input and retail trends, we will develop a retail strategy with specific ,retail, restaurant, grocery, entertainment, and hospitality prospects that are the right fit for your community.

Business Attraction and Community Representation

This is where the rubber meets the road with human effort. Carson will receive a dedicated team to represent your city by connecting with retailers, brokers, property owners, tenant reps and any other industry players.

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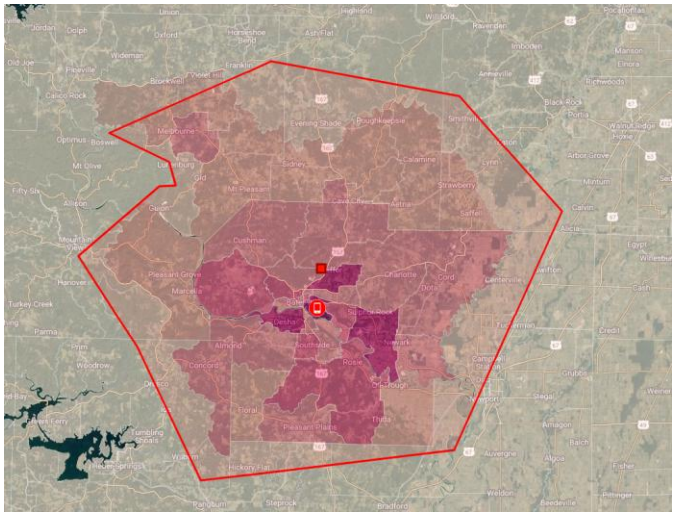
Project Approach and Work Plan

Market Analysis

The cycle begins with market analysis. Your team will take a deep dive into the data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Our primary data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.



Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Peer and Void Analysis

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Retail Leakage (GAP) Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Psychographic Analysis (Tapestry Lifestyles)

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

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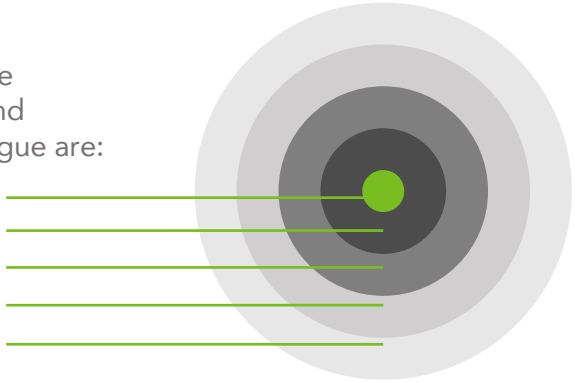
Project Approach and Work Plan

Real Estate Assessment

Maps don't tell your real estate story. Your team of retail real estate professionals travel to your community to uncover your strategic and underutilized real estate assets. Some of the site metrics we catalogue are:

- Available Commercial Property
- Off-Market Commercial Property
- New Development Sites
- Site Access
- Parking
- Signage/Visibility
- Co-Tenancy
- Existing Retailers



Site Selection Criteria

Type of Retailer	Food & Beverage
Demographic Radius Ring Requirement:	3
Minimum Population Requirement:	50,000
Household Income Requirement	$50,000
Traffic Count	20,000 VPD
Number of SF or AC:	1,100 SF-4,500 SF
Location Comments:	Need 2-3 Acres at the best site in town with excellent access, visibility, and traffic. Employs on average 44 people. Average Sales Volume **$9,300,000**.

Your team gets to know property owners, developers, and local brokers who represent these properties. Your team works with all of these as a service provided by the city.

Real Estate is the key to every retail business expansion.
In addition to recruiting more than 1000 business into client communities, the Retail Strategies team has corporate experience with some of America's top retailers. This experience means that Retail Strategies has some of the deepest understanding of retail site selection criteria in the United States.

Retail Strategies is the **only** retail consulting firm with over 250+ years of retail real estate experience and we utilize our collective knowledge to provide the most thorough, and creative, assessment of your community.

Redevelopment for highest and best use

Land for **new development**

Existing **vacant space**

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Project Approach and Work Plan

Deliverables

At the end of our discovery process - we combine your data, analytics, real estate, and community vision to create your Retail Recruitment Plan and Strategy.

This **70+ page document** highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects where our team of experts will perform outreach to match your real estate and market opportunities.

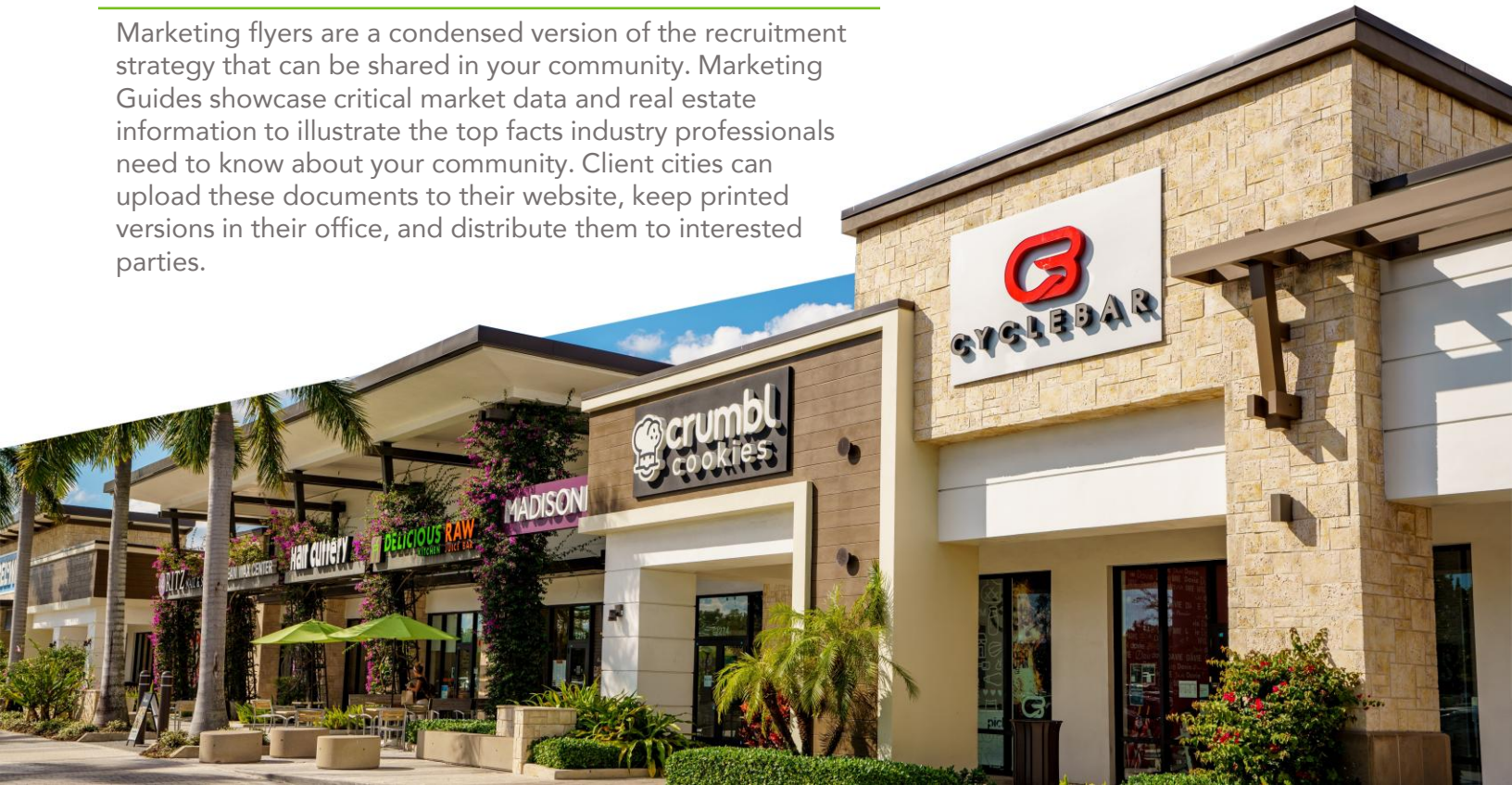
Strategy Presentation

Retail Strategies will present the plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, your dedicated team will kick into high gear to connect with the retail, restaurant, hospitality and real estate community to move the needle on business recruitment.

Marketing Guide

Marketing flyers are a condensed version of the recruitment strategy that can be shared in your community. Marketing Guides showcase critical market data and real estate information to illustrate the top facts industry professionals need to know about your community. Client cities can upload these documents to their website, keep printed versions in their office, and distribute them to interested parties.



Project Approach and Work Plan

Retail Recruitment and Community Representation

Once a plan is delivered it does not sit on a shelf. This is the human effort that yields results. Your team acts as an extension of your staff to proactively recruit the right retail into your community.

Outreach

Your dedicated team will use the information gathered and presented in the Retail Strategy to engage in conversations with developers, tenant reps, and commercial real estate brokers. Retail Strategies utilizes the network of all 70+ employees to facilitate conversations with brands that are aligned with your community's assets and opportunities.

Conference Representation

Each year our team attends more than a dozen retail real estate conferences including ICSC Monterey, ICSC Vegas, ICSC Western and RetailLive!

At the conferences we will conduct meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Your team will use these conferences to build and maintain relationships on your community's behalf, provide your community with updated trends, and understand the growth strategy of retail brands.

Objective Real Estate Expertise

While each individual real estate broker or local property owner is most concerned with their individual portfolio, Retail Strategies will be concerned with Carson's best interest on these sites. Instead of backfilling a site with another mattress store or dollar general we will work with the local brokerage community to fill sites with retailers your constituents want that will grow the retail base.

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Project Approach and Work Plan

Reporting & Collaboration

Reporting & Collaboration

Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure:
1) effective outreach
2) that your questions, feedback, and other information can be answered, collected, and utilized.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.

Basecamp

Reporting

Through our partnership, we will establish regular communication with you. We will conduct Quarterly Business Reviews with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience, we know we can learn as much from a "no" as we can from the "yes". We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

Retail Trends & Access

Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities. Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.

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Project Approach and Work Plan

Project Schedule

DAY 1-30: RESEARCH AND ANALYSIS

- Team introductions – you will have 2 full time project managers supported by 25+ additional staff members
- Online Project management platform, Basecamp, set up
- Thousands of demographic variables run and uploaded to Basecamp
- Community Survey to Local Leadership
- Mobile Tracking Data Report conducted and used to customize retail trade area
- Identify market retail trade area using drive times, radius rings and custom trade area
- Perform retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis (other communities of similar size and make up)
- Analysis of potential number of new retail stores by category in relation to the peer markets Carson can support
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Identification of priority business categories for recruitment and/or local expansion

DAY 30-60: REAL ESTATE ANALYSIS

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Market visit to identify and evaluate priority commercial properties for development, re-development and higher and best use opportunities. Property inventory created.
- Aerial map with Carson's existing retailers and TDOT traffic counts
- Identify and evaluate competing shopping areas and retail nodes

DAY 45 & BEYOND: RETAIL RECRUITMENT IMPLEMENTATION // NATIONAL REPRESENTATION

- Identification of at minimum 30 retail prospects to be targeted for recruitment in the first year of our partnership
- Project specific on-going updates on customized demographic research
- Pro-active retail recruitment for targeted zones
- Active outreach to developers, retailers, franchises, local brokers, land owners and other industry decision makers
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC conference representation- updates provided according to the annual conference schedule
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Frequent Industry Trends and Market Outlook Reports

DAY 60-90: RECRUITMENT PLAN COMPLETED AND DELIVERED TO CITY

- Customized Marketing Guide (four pages) with aerial map and key demographic highlights
- Customized 70+ page plan with research, real estate and top categories for recruitment deliver plan to City

ALWAYS: YOUR ADVOCATE

- Recruitment
- Conference representation
- Reporting

The timeline extends across a 3-year contract.

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Project Approach and Work Plan

Scope of Work

1 **Research** and Comprehensive Market Analysis

- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail leakage analysis for trade area, renewed annually
- Conduct retail peer market analysis
- Competition analysis of identified target zones trade area(s)
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Retail competitor mapping/analysis
- Analysis of future retail space requirements in relation to the market analysis, the markets growth potential and trends in the retail industry
- Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
- Updates on retail industry trends
- Custom on-demand demographic research
- Customized retail market guide including aerial map with existing national retailer brands and traffic counts

2 **Boots on the Ground, Real Estate Analysis,** Local Brokerage Outreach

- Identify/evaluate/catalog priority commercial properties, including commercial properties for development, re-development, and highest and best-use opportunities by licensed real estate professionals
- Identification of priority business categories for recruitment and/or local expansion
- Perform competitive analysis of existing shopping centers and retail corridors
- Active outreach to local brokers and landowners

3 **Retail Recruitment, Representation,** and Outreach

- Pro-active market Carson to prospective retailers and commercial developers for targeted zones
- Will contact a minimum of 30 qualified retail and restaurant
- Updates on new activity will be provided to client's designated primary point of contact via basecamp, telephone, or email on a quarterly and/or as needed basis
- One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- ICSC conference representation- updates provided according to the yearly conference schedule

Data is refreshed annually.

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RETAIL STRATEGIES, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RETAIL STRATEGIES, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and RETAIL STRATEGIES, LLC, an Alabama limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One-Hundred Fifty Thousand Dollars ($150,000)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Walter H. Monroe, IV	Director of Finance
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Christopher Palmer, Acting Economic Development Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant is permitted to terminate this Agreement only upon City default and city's failure to cure the default after thirty (30) days' written notice is given to city of such default by Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

RETAIL STRATEGIES, LLC, an Alabama limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 2200 Magnolia Ave South, Suite 100
Birmingham, Alabama 35205

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Provide services to develop a plan to attract desired retail and restaurants to the community. The City will work closely with Consultant to enhance business retention, identify City's strengths and weaknesses, and leverage those into a retailer's decision to locate inside the City. Consultant will serve as an extension to the City staff in this regard. The Services include, but will not be limited to:

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies.
2. Perform market and retail Gap analysis for trade area.
3. Conduct retail peer market analysis.
4. Competition analysis of identified target zones trade area(s).
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis.
6. Retail competitor mapping/analysis.
7. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry.
8. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement.
9. Updates provided on retail industry trends.
10. Custom on-demand demographic research.
11. Customized retail market guide including aerial map with existing national retailer brands and traffic counts.

B. Real Estate Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities by licensed real estate professionals.
2. Identification of priority business categories for recruitment and/or local expansion.
3. Perform competitive analysis of existing shopping centers and retail corridors.
4. Active outreach to local brokers and landowners.

C. Retail Recruitment and Representation

1. Pro-active retail recruitment for targeted zones.
2. Will contact a minimum of thirty (30) retailers, restaurants, brokers and/or developers.
3. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity.
4. ICSC Conference representation and/or other retail conferences and tradeshows.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Custom Marketing Guide

B. Retail Recruitment Plan

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Quarterly Business Reviews

B. As directed by the City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. John Mark Boozer, Retail Development Coordinator

B. Brook Hill, Portfolio Director

C. Jessica Bohlen, Director, Community Partnerships

D. Courtney Hall, Chief Marketing Officer

E. Ryder Richards, Creative Director

F. Michelle Moultrie, Director of Marketing

G. Sam Hudson, Graphics Designer

H. Lacy Beasley, President

I. Scott VonCannon, COO

J. Clay Craft, VP, Client Services

K. Joe Strauss, VP, Retail Development

L. Robert Jolly, President

M. Mead Silsbee, President

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions in ***bold italics,*** deletions in ~~strikethrough~~)

I. Section 3.4 (Term) of the Agreement is amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~one (1)~~ ***three (3)*** years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

A. $50,000 annually

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $150,000 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I.

Project Schedule

DAY 1-30: RESEARCH AND ANALYSIS

- Team introductions – you will have 2 full time project managers supported by 25+ additional staff members
- Online Project management platform, Basecamp, set up
- Thousands of demographic variables run and uploaded to Basecamp
- Community Survey to Local Leadership
- Mobile Tracking Data Report conducted and used to customize retail trade area
- Identify market retail trade area using drive times, radius rings and custom trade area
- Perform retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis (other communities of similar size and make up)
- Analysis of potential number of new retail stores by category in relation to the peer markets Carson can support
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Identification of priority business categories for recruitment and/or local expansion

DAY 30-60: REAL ESTATE ANALYSIS

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Market visit to identify and evaluate priority commercial properties for development, re-development and higher and best use opportunities. Property inventory created.
- Aerial map with Carson's existing retailers and TDOT traffic counts
- Identify and evaluate competing shopping areas and retail nodes

DAY 45 & BEYOND: RETAIL RECRUITMENT IMPLEMENTATION // NATIONAL REPRESENTATION

- Identification of at minimum 30 retail prospects to be targeted for recruitment in the first year of our partnership
- Project specific on-going updates on customized demographic research
- Pro-active retail recruitment for targeted zones
- Active outreach to developers, retailers, franchises, local brokers, land owners and other industry decision makers
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC conference representation- updates provided according to the annual conference schedule
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Frequent Industry Trends and Market Outlook Reports

DAY 60-90: RECRUITMENT PLAN COMPLETED AND DELIVERED TO CITY

- Customized Marketing Guide (four pages) with aerial map and key demographic highlights
- Customized 70+ page plan with research, real estate and top categories for recruitment deliver plan to City

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-031 – RETAIL BROKERAGE SERVICES*

BID OPENING DATE: *06-09-25* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Kosmont & Associates, Inc.	Christine Rodgers	6/9/25 9:23 a.m.			
2.	Retail Strategies	Jessica Bohlen	6/8/25 11:02 a.m.			
3.	The Retail Coach	Charles Parker	6/9/25 9:15 a.m.			
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						

Opened By: Melissa Figueroa (Print Legibly) M.F. (Initials)

Staff Present: Christopher Palmer (Print Legibly) (Initials)

City Clerk: (Signature)

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER ACCEPTING A $28,500 GRANT FROM THE SOUTH BAY CENTER FOR COUNSELING (SBCC), AND APPROVING AMENDMENT NO. 3 TO THE 2022 SUBCONTRACT WITH SBCC TO EXTEND THE PREVENTION AND AFTERCARE PROGRAM FOR FISCAL YEAR 2025-26 (CITY COUNCIL)

I. SUMMARY

Since 2015, the City of Carson has been awarded grants from the South Bay Center for Counseling (SBCC) in support of the Prevention and Aftercare Program. The endeavor is designed to strengthen family resilience and nurture the development of healthy behaviors. SBCC recently notified the City that it will be receiving $28,500 in grant funding to provide continued services for the period of July 1, 2025, through December 31, 2025. Additionally, the City Council is asked to approve Amendment No. 3 (Exhibit No. 2) to the 2022 subcontract between the City and SBCC (Exhibit No. 1), which would extend the subcontract term through December 31, 2025.

II. RECOMMENDATION

TAKE the following actions:

1. ACCEPT a $28,500 grant from the South Bay Center for Counseling (SBCC) to support the Prevention and Aftercare Program;
2. APPROVE the proposed “Amendment No. 3 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services” between the City and SBCC (Exhibit No. 2; “Amendment No. 3"); and
3. AUTHORIZE the Mayor to execute Amendment No. 3, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

Since 2008, the City of Carson has been awarded a reimbursement grant from the South Bay Center for Counseling (SBCC). The funds were initially used to underwrite the Prevention Initiative Demonstration Project and Family Support programs that created youth leadership initiatives. It was hoped that these endeavors would provide young people the opportunity to develop skills they can use to improve their lives and the community, as well as give families activities and workshops to help strengthen their family bonds.

In 2015, SBCC partnered with the City on a new initiative that provides services such as family coaching, goal setting, and referrals to families in Carson and surrounding communities. Called the Prevention and Aftercare Program, it was initially funded by SBCC for a term of five years. The objectives of the Program include:

- Prevention of maltreatment before it occurs
- Prevention of child abuse/neglect among families at risk through the provision of supportive family services
- Increased child safety within the home and preservation of families in which children have been maltreated when the family's problems can be effectively addressed

A new prime contract (Exhibit No. 3) was entered into between the County and SBCC effective March 1, 2021, and the City (as the service provider agency) and SBCC entered the first subcontract under the new prime contract effective the same date. The term of that subcontract expired on June 30, 2022, and a new subcontract was entered into by City and SBCC effective July 1, 2022 (Exhibit No. 1; the "2022 Subcontract"). The 2022 Subcontract carried an initial one-year term and three options to extend the term by up to two additional one-year periods and one additional six-month extension term, consistent with the term/extension structure of the prime contract.

This proposed extension will keep the term of the 2022 Subcontract in alignment with the term of the prime contract. The prime contract, which dictates provisions of the subcontracts with service provider agencies including the City's subcontract with SBCC, was recently extended by the County for the 2025-26 fiscal/program year.

The City recently received notice from SBCC that the City is being awarded $28,500 to support the program from July 1, 2025, through December 31, 2025. The proposed Amendment No. 3 would exercise SBCC's final option to extend the term of the 2022 Subcontract, allowing the City's program services to continue through December 31, 2025, consistent with the prime contract, and would increase the Contract Sum of the 2022 Subcontract accordingly. To allow the Program to continue through December 31, 2025, staff recommends that the City Council accept the grant and approve the proposed Amendment No. 3 to the 2022 Subcontract.

V. FISCAL IMPACT

Should the City Council approve staff's recommendation, there is no fiscal impact to the General Fund. The grant funds will be reflected in both the revenue estimate in Account No. 210-99-999-999-4513, and in the expenditure budget in Account No. 210-90-950-980- 6009 for the FY 2025/26 budget.

VI. EXHIBITS

1. 2022 "Subcontract for Prevention and Aftercare Program Activities and Services" between the City and SBCC (City Contract No. C-22-104).
2. Proposed Amendment No. 3 to 2022 Subcontract.
3. Link to the Prime Contract between County and SBCC.

Attachments

Exhibit No. 1 - C-22-104 - SBCC Subcontract.pdf

Exhibit No. 2 - Amendment No. 3 - SBCC Subcontract.pdf

Exhibit No. 3 - Link to SBCC Prime Contract.pdf

SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES

This SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES ("Subcontract") is made and entered into effective the 1st day of July, 2022, by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation (hereafter "CONTRACTOR"), located at 540 N. Marine Ave., Wilmington, CA 90744, and the City of Carson, a California municipal corporation (hereafter "SUBCONTRACTOR"), located at 701 E. Carson St., Carson, CA 90745. Contractor and Subcontractor are sometimes referred to herein, individually or collectively, as "Party" or "Parties."

RECITALS

A. The County of Los Angeles (hereafter "COUNTY"), awarded CONTRACTOR a Contract for prevention and aftercare services ("Prime Contract"). The Prime Contract was entered into March 1, 2021, for an initial 16-month term with four COUNTY options to extend the term for up to three additional one-year periods and one 6-month period from July 1, 2022 through December 31, 2025.

B. In order to fulfill its obligations to COUNTY under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform prevention and aftercare program activities and services.

C. CONTRACTOR did engage SUBCONTRACTOR for this purpose and said parties entered into a subcontract on March 1, 2021, which carried an initial 16-month term and included three one-year options of CONTRACTOR to extend the term of said subcontract (the "2021 Subcontract"). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all option periods, would be co-extensive with the term of the Prime Contract, inclusive of all option periods. The initial term of the 2021 Subcontract is set to expire on June 30, 2022, and in order to address the aforementioned discrepancy, CONTRACTOR and SUBCONTRACTOR intend to enter into this new Subcontract in lieu of CONTRACTOR exercising an option to extend the term of the 2021 Subcontract.

D. SUBCONTRACTOR desires to perform such work, in accordance with the Terms and Conditions of this Subcontract.

E. The Parties desire to formalize the selection of SUBCONTRACTOR for performance of those services defined and described particularly in Section 3.3 of this Subcontract and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 PRIME CONTRACT

Notwithstanding any other provision of this Subcontract, this Subcontract is a Subcontract under the terms of the Prime Contract with the COUNTY and each and all of the provisions of the Prime Contract and any amendments thereto shall extend to and be binding upon the parties to this Subcontract. All representations and warranties contained in this Subcontract shall inure to the benefit of the COUNTY.

1.1 The Prime Contract is attached as Exhibit "A" to this Subcontract.

2.0 TERM OF SUBCONTRACT

The term of this Subcontract shall commence on July 1, 2022 and shall expire on June 30, 2023 ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. CONTRACTOR has the option to extend the term of this Subcontract thereafter for up to two (2) additional one (1) year periods and one (1) additional six (6)-month period, or as otherwise authorized by the Prime Contract.

3.0 PAYMENT

3.1 CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed FIFTY-SEVEN THOUSAND DOLLARS ($57,000.00) ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract.

3.2 SUBCONTRACTOR shall invoice CONTRACTOR monthly in arrears for services provided. CONTRACTOR shall compensate SUBCONTRACTOR by check within sixty (60) days of receipt and approval of monthly invoice. At least seventy-five percent (75%) of the Contract Sum shall be expended by March 30, 2023. Should seventy-five percent (75%) of the Contract Sum not be expended by March 30, 2023, SUBCONTRACTOR shall submit in writing a Program Plan, which includes an activity timeline and projected expenditures, to CONTRACTOR to be approved by the Program Director. If the Program Plan is not approved, remaining contract funds will be subject to reallocation.

3.3 SUBCONTRACTOR shall provide the following activities and services:

Family Coaching and Social Connection groups.

3.4 SUBCONTRACTOR does not warrant that it has specialized training or experience under which it performs the services of this Subcontract.

3.5 Payment to SUBCONTRACTOR will be:

3.5.1 Line Item Service Rate: The line item service rate is based on SUBCONTRACTOR's budgeted cost for performing the activity/service, which is submitted to CONTRACTOR at the beginning of the Term. SUBCONTRACTOR's costs includes but is not limited to staff's salary, supplies, and mileage.

Type of Service: Family Coaching and Social Connection groups

3.6 CONTRACTOR shall have no obligation to pay for any work performed by SUBCONTRACTOR except for those services which are expressly authorized pursuant to this Subcontract and which are provided during the Term of this Subcontract.

3.7 COUNTY shall not be liable or responsible in any way to SUBCONTRACTOR or its officers, employees and agents, for any compensation or cost related to this Subcontract.

3.8 CONTRACTOR shall hold final contract payment until such time that all required reports, evaluation surveys, evaluation forms, and invoices with supporting documentation are submitted and approved.

3.9 CONTRACTOR reserves the right to redistribute the unspent portion of the Contract Sum before the Subcontract expiration date, or when it is evident that SUBCONTRACTOR is not delivering the services/activities as per statement of work. The statement of work is drafted by SUBCONTRACTOR and describes with particularity the types of services to be performed by SUBCONTRACTOR.

4.0 THIRD PARTY BENEFICIARY

4.1 The Parties understand and agree that this Subcontract is entered into for the benefit of COUNTY, and that COUNTY is hereby expressly made a third party beneficiary of this Subcontract.

4.2 Notwithstanding any other provision of this Subcontract, COUNTY does not intend for SUBCONTRACTOR to acquire any rights as a third party beneficiary of the Prime Contract.

5.0 INSURANCE

5.1 During the term of this Subcontract, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance in Section 5.2. Such programs and evidence of insurance shall be satisfactory to COUNTY and shall be primary to, and not contributing with, any other insurance maintained by the COUNTY. COUNTY will be endorsed and named as an additional insured on SUBCONTRACTOR's liability insurance, except for Sections 5.2.5 and 5.2.6 below.

Certificates or other evidence of coverage shall be delivered to CONTRACTOR and to:

Sabrina Silva
Program Director
South Bay Center for Counseling
540 N. Marine Ave.
Wilmington, CA 90744

And to:

DCFC Contracts Administration
425 Shatto Place, Room 400
Los Angeles, CA 90020

prior to commencing under this Subcontract, shall specifically identify this Subcontract, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

5.2 Such insurance shall be endorsed naming COUNTY as an additional insured, except for Sections 5.2.5 and 5.2.6 below:

5.2.1 General Liability insurance written on a commercial general liability form covering the hazards of premises/operations, contractual independent contractors, products/completed operations, broad form property damage, and personal injury with a combined single limit of no less than one million dollars ($1,000,000) per occurrence.

5.2.2 Comprehensive auto liability endorsed for all owned, non-owned and hired vehicles with a combined single limit of no less one million dollars ($1,000,000) per occurrence.

5.2.3 Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with one million dollars ($1,000,000) limit, covering all persons who provide services for CONTRACTOR.

5.2.4 Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon termination or cancellation of this Subcontract.

5.2.5 Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

5.2.6 Cyber liability insurance coverage with limits of not less than two million dollars ($2,000,000) per occurrence in the aggregate during the term of the Subcontract, including coverage for network security liability, privacy liability, privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy

breach expense reimbursement; system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Coverage limits may be decreased only with the written approval of COUNTY's program manager based upon the maximum number of sensitive records (e.g., Social Security Number, Date of Birth, Name, Credit Card Information, etc.) collected, maintained or transmitted, per client, by each Subcontractor during each contract year.

5.3 Notwithstanding any other provisions of this Subcontract, failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of this Subcontract and CONTRACTOR may immediately terminate or suspend this Subcontract as a result thereof.

6.0 TERMINATION

SUBCONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to CONTRACTOR, except that where termination is due to the fault of CONTRACTOR, the period of notice may be such shorter time as may be determined by SUBCONTRACTOR. In addition, CONTRACTOR reserves the right to terminate this Subcontract at any time, with or without cause, upon thirty (30) days' written notice to SUBCONTRACTOR, except that where termination is due to the fault of SUBCONTRACTOR, the period of notice may be such shorter time as CONTRACTOR may determine. Upon receipt of any notice of termination, SUBCONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by CONTRACTOR. SUBCONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by CONTRACTOR.

7.0 FORCE MAJEURE

Neither Party shall be liable for such Party's failure to perform its obligations under and in accordance with this Subcontract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts, freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party.

8.0 MISCELLANEOUS

8.1 Severability. In the event that part of this Subcontract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Subcontract, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Subcontract meaningless.

8.2 Attorney's Fees. If either Party to this Subcontract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Subcontract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.3 Corporate Authority. The persons executing this Subcontract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Subcontract on behalf of said Party, (iii) by so executing this Subcontract, such party is formally bound to the provisions of this Subcontract, and (iv) the entering into this Subcontract does not violate any provision of any other agreement to which said Party is bound.

[***Signatures on the following page***]

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

Subcontractor:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____

Tax Identification Number: _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

Contractor:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By: _____
Name: Colleen Mooney
Title: Executive Director

Date: 5/25/22

By: _____
Name: MARIA GINA LOHIBAO
Title: Controller

Date: 5/25/22

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract on the date(s) and year(s) set forth below, with express intent that this Subcontract shall be effective as of July 1, 2022.

Subcontractor:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

Date: _____

Tax Identification Number: _____

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[BRJ]

Contractor:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By: Colleen Mooney
Name: Colleen Mooney
Title: Executive Director

Date: 5/25/22

By: [signature]
Name: Maria Gina Lohibao
Title: Controller

Date: 5/25/22

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On May 25, 2022 before me, Rosanna Rivera, Notary Public, personally appeared Maria Gina Lomibao, 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: Rosanna Rivera

ROSANNA RIVERA
Notary Public - California
Los Angeles County
Commission # 2357151
My Comm. Expires May 11, 2025

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On May 25, 2022 before me, Rosanna Rivera Notary Public., personally appeared Colleen E Heaney, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Rosanna Rivera

ROSANNA RIVERA
Notary Public - California
Los Angeles County
Commission # 2357151
My Comm. Expires May 11, 2025

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE NO. ISSUE DATE

GL1-10100 AI	**CERTIFICATE OF COVERAGE**	06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF CARSON
ATTN: ROOBIK GALOOSIAN
701 CARSON STREET
CARSON, CA 90745

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM PE 21 EL-115	07/01/2021	07/01/2022	$2,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON AND SOUTH BAY CENTER FOR COUNSELING AND COUNTY OF LOS ANGELES FOR THE ADMINISTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PRGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS SUBJECT TO TERMS, CONDITIONS AND *EXCLUSIONS OF THE MEMORANDUM OF COVERAGE*

COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

SOUTH BAY CENTER FOR COUNSELING
ATTN: PROGRAM DIRECTOR
540 N MARINE AVE
WILMINGTON, CA 90744

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean
Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660-2436
PH: (949)756-0271
License # 0C36861

CONTACT NAME: Armando Vieyra
PHONE (A/C, No, Ext): (949) 660-5930 **FAX (A/C, No):** (619) 699-0901
E-MAIL ADDRESS: avieyra@alliant.com

INSURER(S) AFFORDING COVERAGE	AIIN #
INSURER A: Beazley Syndicate 2623 & 623	AA-1128623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Public Risk Innovation, Solutions, and Management (PRISM) and its member agencies as endorsed:
City of Carson
ATTN: Roobik Galoosian
701 Carson Street
Carson, CA 90745

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	OTHER: CYBER LIABILITY CLAIMS MADE AND REPORTED POLICY *RETROACTIVE DATE: MARCH 31, 2010	N/A	N/A	FN2133951	7/1/2021	7/1/2022	***MEMBER LIMIT:	$ 2,000,000
							**POLICY ANNUAL AGGREGATE	$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As respects agreement between City of Carson and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub- limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member.

CERTIFICATE HOLDER

FOR THE PURPOSE OF EVIDENCE ONLY:

South Bay Center for Counseling
540 N. Marine Ave.
Wilmington, CA 90744

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved. ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

CERTIFICATE NO. ISSUE DATE

GL1-10087 AI	**CERTIFICATE OF COVERAGE**	06/25/2021

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions, and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF CARSON
ATTN: ROOBIK GALOOSIAN
701 CARSON STREET
CARSON, CA 90745

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM PE 21 EL-115	07/01/2021	07/01/2022	$2,000,000
	[X] Auto Liability				$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of $250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF CARSON (SUBCONTRACTOR) AND SOUTH BAY CENTER FOR COUNSELING AND LOS ANGELES COUNTY FOR THE ADMINSTRATION OF THE SAFE CHILDREN AND STRONG FAMILIES PREVENTION AND AFTERCARE PROGRAM SERVICES.

COVERAGE FOR SEXUAL MISCONDUCT IS INCLUDED IN THE EXCESS GENERAL LIABILITY LIMITS. SUBJECT TO TERMS, CONDITIONS AND EXCLUSION OF THE MEMORANDUM OF COVERAGE.

LOS ANGELES COUNTY, ITS SPECIAL DISTRICTS, ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

LOS ANGELES COUNTY
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
DCFS CONTRACTS ADMINISTRATION
425 SHATTO PL, RM 400
LOS ANGELES, CA 90020

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions, and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 21 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2021**

Gina Dean
Authorized Representative
Public Risk Innovation, Solutions, and Management

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660-2436
PH: (949)756-0271
License # 0C36861

CONTACT NAME: Armando Vieyra
PHONE (A/C, No, Ext): (949) 660-5930 **FAX (A/C, No):** (619) 699-0901
E-MAIL ADDRESS: avieyra@alliant.com

INSURER(S) AFFORDING COVERAGE	AIIN #
INSURER A: Beazley Syndicate 2623 & 623	AA-1128623
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Public Risk Innovation, Solutions, and Management (PRISM) and its member agencies as endorsed:
City of Carson
ATTN: Roobik Galoosian
701 Carson Street
Carson, CA 90745

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	OTHER: CYBER LIABILITY						***MEMBER LIMIT:	$ 2,000,000
	CLAIMS MADE AND REPORTED POLICY	N/A	N/A	FN2133951	7/1/2021	7/1/2022		
	*RETROACTIVE DATE: MARCH 31, 2010						**POLICY ANNUAL AGGREGATE	$ 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As respects agreement between City of Carson (Subcontractor) and South Bay Center for Counseling and County of Los Angeles for the administration of the safe children and strong families prevention and aftercare program services. Subject to policy limits, terms, conditions and exclusions. Breach Response costs are sub- limited. *Retroactive and Continuity date: A. March 31, 2010 or the effective of coverage for a specific member added subsequent to a renewal. **The total policy annual aggregate limits are shared by all members of the policy. ***The member limit applies to all members of City of Carson combined and not per member.

CERTIFICATE HOLDER

FOR THE PURPOSE OF EVIDENCE ONLY:
Los Angeles County
Department of Children and Family Services
DCFS Contracts Administration
425 Shatto Pl, Rm 400
Los Angeles, CA 90020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMENDMENT NO. 3

TO 2022 SUBCONTRACT FOR PREVENTION AND AFTERCARE PROGRAM ACTIVITIES AND SERVICES

This Amendment No. 3 to 2022 Subcontract for Prevention and Aftercare Program Activities and Services ("Amendment No. 3") by and between the SOUTH BAY CENTER FOR COUNSELING, a California corporation ("Contractor") and the CITY OF CARSON, a California municipal corporation ("Subcontractor") is effective as of the 1st day of July, 2025. Contractor and Subcontractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties."

RECITALS

A. The County of Los Angeles ("County") and Contractor entered into Contract Number 21-03-08 for prevention and aftercare services (CFDA No. 93.556) (the "Prime Contract"), whereby the County provided certain funding to Contractor for the provision of certain prevention and aftercare services to County residents.

B. The Prime Contract was entered into March 1, 2021, for an initial 16-month term through June 30, 2022, with four County options to extend the term of the Prime Agreement for up to three additional one-year periods and one 6-month period, from July 1, 2022 through December 31, 2025. County exercised its first option to extend the term of the Prime Contract from July 1, 2022 through June 30, 2023 and its second option to extend the term of the Prime Contract from July 1, 2023 through June 30, 2024, and has recently exercised its third option to extend the term of the Prime Contract from July 1, 2024 through June 30, 2025.

C. In order to fulfill its obligations under the Prime Contract, Contractor entered into a subcontract with Subcontractor effective March 1, 2021, which carried an initial 16-month term through June 30, 2022, and included three one-year options of Contractor to extend the term of said subcontract (the "2021 Subcontract"). However, the 2021 Subcontract should have also included a fourth, 6-month option to extend such that the term of the 2021 Subcontract, inclusive of all its option periods, would be co-extensive with the term of the Prime Contract, inclusive of all its option periods.

D. In order to address this discrepancy, upon expiration of the initial 16-month term of the 2021 Subcontract, the parties entered into a new "Subcontract for Prevention and Aftercare Program Services and Activities" effective July 1, 2022 (the "2022 Subcontract"), whereby Contractor engaged Subcontractor to perform certain prevention and aftercare services as described in Section 3.3 of the 2022 Subcontract (the "Services") in exchange for compensation in the amount of $57,000 (the "Contract Sum") for the initial one-year term of the 2022 Subcontract, from July 1, 2022 through June 30, 2023. The 2022 Subcontract, at Section 2.0, provided Contractor with options to extend the term of the 2022 Subcontract beyond June 30, 2023 for up to two one-year periods and one additional six-month period (which options, collectively, would extend the term through December 31, 2025), or as otherwise authorized by the Prime Contract.

E. Effective July 1, 2023, Contractor and Subcontractor entered into Amendment No. 1 to the 2022 Subcontract to (i) exercise Contractor's first option to extend the term of the 2022 Subcontract by one year, from July 1, 2023 through June 30, 2024, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by $57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $57,000 to $114,000, and made other minor related modifications.

F. Effective July 1, 2024, Contractor and Subcontractor entered into Amendment No. 2 to the 2022 Subcontract to (i) exercise Contractor's second option to extend the term of the 2022 Subcontract by one year from July 1, 2024 through June 30, 2025, to correspond with the above-referenced extension of the term of the Prime Contract for said period, and (ii) increase the Contract Sum by $57,000 for the one-year extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $114,000 to $171,000 and make other minor related modifications.

G. Contract and Subcontractor now desire to amend the 2022 Subcontract to (i) exercise Contractor's third and final option to extend the term of the 2022 Subcontract by one additional six-month period from July 1, 2025 to December 31, 2025, to correspond with the above-referenced extension of the Term of the Prime Contract for said period, and (ii) increase the Contract Sum by $28,500 for the six-month extension period, thereby increasing the total Contract Sum of the 2022 Subcontract from $171,000 to $199,500.

TERMS

1. **Contract Changes**. The 2022 Subcontract is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Section 2.0, "TERM OF SUBCONTRACT," is amended as follows:

"The term of this Subcontract shall commence on July 1, 2022 and shall expire on ***December 31, 2025*** ~~June 30, 2025~~ ("Term"), unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract. ~~CONTRACTOR has the option to extend the term of this Subcontract thereafter for one (1) additional six (6) month period, or as otherwise authorized by the Prime Contract~~."

B Section 3.1 is amended as follows:

"CONTRACTOR shall compensate SUBCONTRACTOR a total maximum contract sum not to exceed ***ONE HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED DOLLARS ($199,500.00)*** ~~ONE HUNDRED SEVENTY-ONE THOUSAND DOLLARS ($171,000.00)~~ ("Contract Sum") for the Term of this Subcontract to provide the service designated in Section 3.3 of this Subcontract with compensation as follows for each of the following fiscal year periods of the Term of this Subcontract:

For July 1, 2022 through June 30, 2023:	$57,000

For July 1, 2023 through June 30, 2024:	$57,000
For July 1, 2024 through June 30, 2025:	$57,000
For July 1, 2025 through December 31, 2025:	***$28,500***"

2. **Continuing Effect of Subcontract.** Except as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, all provisions of the 2022 Subcontract shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Subcontract" appears in the 2022 Subcontract in reference to the 2022 Subcontract, it shall mean the 2022 Subcontract, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 to the 2022 Subcontract.

3. **Affirmation of Subcontract; Warranty Re Absence of Defaults.** Contractor and Subcontractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the 2022 Subcontract. Each party represents and warrants to the other that there have been no written or oral modifications to the 2022 Subcontract other than as provided herein. Each party represents and warrants to the other that the 2022 Subcontract is currently an effective, valid, and binding obligation.

Subcontractor represents and warrants to Contractor that, as of the date of this Amendment No. 3, Contractor is not in default of any material term of the 2022 Subcontract and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the 2022 Subcontract.

Contractor represents and warrants to Subcontractor that, as of the date of this Amendment No. 3, Subcontractor is not in default of any material term of the 2022 Subcontract and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the 2022 Subcontract.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date(s) and year(s) set forth below, with express intent that this Amendment No. 3 shall be effective as of July 1, 2025.

SUBCONTRACTOR:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____ _____, 2025

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj; mav]

CONTRACTOR:

SOUTH BAY CENTER FOR COUNSELING, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 540 N. Marine Ave.
Wilmington, CA 90744

Date: _____ _____, 2025

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 ORANGE

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 ORANGE

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SBCCPrimeContract.pdf

(Exhibit No. 3 - Link to 210-page Prime Contract)

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH LIFESTATION, INC., TO EXTEND THE EMERGENCY ALERT RESPONSE SYSTEM (E.A.R.S.) PROGRAM FOR FISCAL YEAR 2025/26 (CITY COUNCIL)

I. SUMMARY

The Emergency Alert Response System (E.A.R.S.) is a state-of-the-art medical communications and personal security system that assures a quick and efficient response to any emergency that may occur in the home of a Carson senior. The City initially provided this service through a partnership with Long Beach Memorial Hospital, then Philips Lifeline until 2019. Following an invitation for bids (IFB) in 2019, LifeStation, Inc. ("Lifestation") was awarded a three-year contract with the City. Throughout the three-year term of the 2019 contract, LifeStation provided consistent service, including transmitting monthly usage reports to staff. In 2022, an IFB was again completed to ensure that this service would continue uninterrupted. LifeStation was again selected as the vendor for a three-year term, which is the current agreement between the City and Lifestation (Exhibit 1).

The initial three-year term of the current agreement is scheduled to expire on June 30, 2025; however, the agreement includes an option to extend the term for an additional one (1) year at a not-to-exceed cost of $11,160 for the extension period. Therefore, the City Council is asked to approve Amendment No. 1 (Exhibit 2) to the agreement, which would exercise the option and increase the not-to-exceed Contract Sum from $33,480 to $44,640, thereby allowing continuation of the services through June 30, 2026.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Contract Services Agreement with LifeStation, Inc. (Exhibit No. 2; "Amendment No. 1"); and
2. AUTHORIZE the Mayor to execute Amendment No. 1, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson's Human Services Division strives to aid the most vulnerable populations. The Senior Assisted Living Section has offered an Emergency Alert Response System (EARS) Program since 2006 to provide senior residents with an electronic unit that, when a button is pressed, sends a signal to a 24-hour Emergency Response Center. Within seconds, there is direct voice communication with an operator through a speaker/microphone built into the unit.

Since its inception, the EARS program has consistently been in high demand. It permits seniors to remain in their homes and age in place safely rather than be placed in long term care or be institutionalized. The program also provides users and their family members peace of mind that they have access to emergency response in the case of a fall or other urgent matter while living alone. Required in-home assessments will continue so that more residents can make use of available units.

In 2022, the City Council approved a three-year contract with LifeStation, Inc. to provide EARS services to Carson seniors at a cost of $11,160 for each contract year, or $33,480 total over the initial three-year term. The agreement provided a maximum of 60 households with emergency response units. The rates are $15.50 per unit, per month, all inclusive. To allow this program to continue through June 30, 2026, staff recommends that the City Council approve the proposed Amendment No. 1, exercising the City's option for a one-year extension at a not-to-exceed annual cost for services in the amount of $11,160, as specified in the current agreement.

V. FISCAL IMPACT

Should the City Council approve the recommendation, funds in the amount of $11,160 for the the one-year contract extension have been budgeted in the FY 2025/26 Proposed Budget in Account No. 101-90-980-227-6004.

VI. EXHIBITS

1. 2022 Contract between the City and Lifestation, Inc. (City Contract C-22-118)
2. Proposed Amendment No. 1 to City Contract C-22-118.

Attachments

Exhibit 1 - Lifestation Contract C-22-118.pdf
Exhibit 2 - (LifeStation) Amendment No. 1 06.25.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

LIFESTATION, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
LIFESTATION, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2022 by and between the CITY OF CARSON, a California municipal corporation ("City") and LIFESTATION, INC., a New York corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Thirty-Three Thousand Four Hundred Eighty Dollars ($33,480)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Laura Aiello	Director, Business Development
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Amanda Valorosi, Senior Assisted Living Coordinator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] DJO
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 E. Carson St., Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials DJO

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

LIFESTATION, INC., a New York corporation

By: _____
Name: Daniel Oppenheim
Title: Executive Chairman

By: _____ - CFO
Name: Paul Davies
Title: CFO
Address: 2 Stahuber Avenue
Union, NJ 07083

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

LIFESTATION, INC., a New York corporation

By: _____
Name: Daniel Oppenheim
Title: Executive Chairman

By: _____ - CFO
Name: Paul Davies
Title: CFO
Address: 2 Stahuber Avenue
Union, NJ 07083

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CALIFORNIA ALL-PURPOSE 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~~ New Jersey

COUNTY OF ~~LOS ANGELES~~ Union

On June 28, 2022 before me, Simisola Durosomo, ~~(personally appeared)~~ Daniel Oppenheim, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

Simisola Durosomo, J.D.
Notary Public, State of New Jersey
Commission # 50094509
My Commission Expires 12/4/2023

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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.

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services pursuant to Consultant's individual LifeStation Care Plan Agreements ("CPA") with Subscribers, to which the City is not a party. The City's role is limited to being the payor for such Services:

A. Program Development.

Plan, develop, operate, and manage LifeStation's personal emergency response system in compliance with Federal, State, and local government codes, regulations, and directives applicable to emergency paging devices.

B. Locations and Operations.

1. Continuous twenty-four (24) hour per day monitoring of emergency paging devices in conjunction with monitoring services.

2. Provide trained staff to install and service equipment during the term of this Agreement.

3. Trained staff will monitor alarm signals and respond to said signals via telephone as quickly as reasonably practicable.

C. Central Emergency Response Center.

1. Consultant shall provide for the monitoring of the home communications through LifeStation's monitoring services. Consultant shall pay the costs required from the utilization of LifeStation monitoring services.

2. Consultant shall provide the City with a monthly Subscriber listing, an installation activity report, and a termination activity report.

3. Consultant shall provide an alarm report within seven (7) days after an alarm incident.

D. Subscriber's In-Home System.

The In-Home System shall include a base console, A/C adaptor, and waterproof help pendant with two attachments (necklace lanyard and wristband). The Consultant's pricing of $15.50 per unit includes all equipment, processing, fulfillment, shipping, installation, monitoring, and troubleshooting.

1. The pendant shall have the ability to send a wireless signal up to four hundred (400) feet.

2. The In-Home System shall have a receiver to receive the signal, a manual button for signaling an alarm directly, a reset button for signaling the arrival

of help, audible and visual indicators, and a back-up battery sufficient to provide at least seventy-two (72) hours of operation.

3. The In-Home System shall have the ability to indicate whether the signal is active, passive, or a reset signal. It shall also be programmed to make multiple attempts to reach LifeStation's monitoring service.

4. The equipment shall be such that both the visually and hearing impaired person may be served by this system.

E. Training of Staff, Volunteers and Subscribers.

1. Consultant shall provide training for staff and volunteers in the installation, use and service of the Communicators and in the maintenance of Subscriber and voluntary emergency responder information.

2. The Subscriber and voluntary emergency responders shall be instructed in the use of the Communicator. This instruction shall take place on site in the Subscriber's home, at the time the Communicator is installed.

F. Subscriber Information Records.

Consultant shall provide an accurate Subscriber information recording system. Each Subscriber shall complete a CPA which shall be forwarded to Consultant at the address set forth in Section 8.3.

1. The minimum information requirements are: Subscriber number, program code, Subscriber name, Subscriber address, Subscriber phone, police phone, fire phone, ambulance phone, responder name and responder phone.

2. Subscriber information and required reports will be kept confidential by Consultant. Subscriber information will be made available to the City upon request in accordance with federal and state laws and regulations.

3. Consultant shall inactivate a Subscriber at the time that the Subscriber's unit is removed from the Subscriber residence. Consultant shall maintain possession of the removed unit.

G. Agreement with Subscriber.

Consultant shall provide the Communicators as specified in this Agreement, to selected eligible Subscribers at no cost to the Subscriber. Consultant shall enter into a non-financial written agreement with the Subscriber. An executed copy of each such agreement shall be submitted to the City within five (5) working days following execution. In the event that the Subscriber no longer requires the equipment or leaves the City, Consultant shall remove the Communicator from the Subscriber's residence and retain possession of the equipment.

H. Equipment Installation and Maintenance.

Consultant shall be responsible for the installation and maintenance of the LifeStation equipment used to provide service in accordance with this Agreement. Installation and maintenance shall be in accordance with the manufacturer's recommendations and specifications, copies of which shall be kept on file by Consultant

II. City will perform the following:

A. Subscribers Screening.

The City shall maintain its method for screening potential Subscribers to determine their eligibility. The screening shall determine residency, age, annual income and a needs assessment to determine the degree of social isolation, functional abilities and medical vulnerability. Records of such screenings shall be kept on file by Consultant.

B. Subscriber Eligibility.

Services shall be provided by Consultant to those persons designated in writing by the City.

C. Payment to Consultant.

Payment shall be made to Consultant in accordance with Exhibit "C," Schedule of Compensation.

D. Monitoring and Evaluation by the City.

The City shall, through its Contract Officer, monitor and evaluate the Consultant's performance of its duties under this Agreement.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Monthly provide the City with a Subscriber listing, installation activity report, and termination activity report.

B. Monthly invoices reporting services performed.

C. Alarm report within seven (7) days after each incident.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Monthly provide the City with a Subscriber listing, installation activity report, and termination activity report.

B. Updates to Contract Officer as necessary with any questions or concerns.

C. Alarm report within seven (7) days after each incident.

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Laura Aiello, Director, Business Development; and

B. Consultant's Los Angeles area manager, who is Consultant's employee and will manage performance of this Agreement, including all installations.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 2.1 ("Contract Sum") is hereby amended to read as follows (deleted text identified in ~~strikethrough~~, added text identified in ***bold italics***):

"2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation ***for the initial three-year Term***, including reimbursement for actual expenses, shall not exceed **Thirty-Three Thousand Four Hundred Eighty Dollars ($33,480)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ***If the Term of this Agreement is extended pursuant to Section 3.4, then, for services rendered during the Term extension period and in accordance with the prices set forth in this Agreement, the City shall pay the Consultant an amount not to exceed Eleven Thousand One Hundred Sixty Dollars ($11,160).***"

II. Section 3.2 ("Schedule of Performance") is hereby amended to read as follows (deleted text identified in ~~strikethrough~~, added text identified in ***bold italics***):

"3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a ~~written notice to proceed~~ ***copy of the fully executed Agreement from City*** and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

III. Section 3.4 ("Term") is hereby amended to read as follows (deleted text identified in ~~strikethrough~~, added text identified in ***bold italics***):

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~until completion of the services but not exceeding one (1) year from the date hereof~~ ***from July 1, 2022 to June 30, 2025 ("Term")***~~, except as otherwise provided in the Schedule of Performance (Exhibit "D")~~. ***The City shall have the option, by a written amendment signed by the Consultant and City Manager, to extend the Term by an additional 12 months, so that the extended Term expires on June 30, 2026, unless earlier terminated in accordance with Article 7 of this Agreement. Consultant's pricing during the Term extension period shall remain as stated in Exhibit "C" (Schedule of Compensation) of this Agreement for the initial Term.***"

IV. A new Section 6.5 ("HIPAA/HITECH/Privacy") is hereby added to the Agreement to read as follows:

"6.5 HIPAA/HITECH/Privacy. Both Parties agree to comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act ('HIPAA') and all HIPAA rules when performing their obligations under this Agreement as provided for in the Business Associate Addendum which is incorporated herein as Exhibit 'E.'"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

RATE	# OF UNITS	SUB-BUDGET
$15.50 per unit and per month	60*	$930.00/month

TOTAL: $33,480 for the Term of 36 months (July 1, 2022 to June 30, 2025)

If City exercises its option to extent the Term pursuant to Section 3.4 of this Agreement, compensation for services rendered during the Term extension period (July 1, 2025 to June 30, 2026) shall be consistent with the rate set forth above, and shall not exceed $11,160 for the Term extension period ($15.50 x 60 units x 12 months).

**60 units is the maximum number units the City will use at one time, but the City can use fewer than 60 units, if it so chooses.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice in accordance with Section 2.4. Each invoice is to include:

A. Line items for all work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $33,480 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

A. All services described in Exhibit "A" Scope of Services, except for Section II therein describing the City's obligations, shall be provided on an ongoing basis throughout the Term of this Agreement, as provided in Section 3.4.

II. Consultant shall deliver the following tangible work products and reports to the City by the following dates.

A. Monthly - provide the City with a Subscriber listing, installation activity report, and termination activity report.

B. Monthly – provide the City with invoices reporting services performed.

C. Within seven (7) days after an incident - provide the City with an alarm report.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "E"
Business Associate Addendum

This Business Associate Addendum ("***Addendum***"), effective as of the date of the last of the Parties to sign the signature page hereto (the "***Effective Date***"), is entered into by and between the following parties (each a "***Party***" and collectively the "***Parties***"):

	Covered Entity		**Business Associate**
Customer:	CITY OF CARSON, a municipal corporation	***LifeStation:***	LifeStation, Inc., a New York corporation ("Lifestation")
Customer's Principal Address	701 E. Carson St., Carson, California 90745	***LifeStation's Principal Address***	2 Stahuber Avenue Union, NJ 07083

Section 1. BACKGROUND AND PURPOSE

1.1 The Parties have entered into a sales, service, rental or license agreement with respect to a LifeStation product, service, or software (the "***Underlying Contract(s)***"), which provides for warranty or other service that may require LifeStation to be provided with, to have access to, and/or create Protected Health Information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("***HIPAA***") and codified at 45 C.F.R. parts 160 and 164 ("***HIPAA Rules***"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to LifeStation receipt, use and creation of PHI under the Underlying Contract(s) to allow Customer to comply with the HIPAA Rules. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this Addendum and in each of the Underlying Contract(s).

Section 2. DEFINITIONS

2.1 "Affiliate" shall mean any corporation, company, or other entity, which: (i) is under the Control of a Party hereto; or (ii) has Control of a Party hereto; or (iii) is under common Control with a Party hereto, during the time such Control exists. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

2.2 "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean LifeStation.

2.3 "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Customer.

2.4 "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The "***HIPAA Privacy Rule***" is at 45 CFR, part 160 and part 164, subparts A and E. The "***HIPAA Security Rule***" is at 45 C.F.R. Parts 160 and 164. The "***HIPAA Breach Notification Rule***" is at 45 CFR Part 164 Subpart D.

2.5 "**PHI**," "**ePHI**" and "**uPHI**" shall mean Protected Health Information, Electronic Protected Health Information and Unsecured Protected Health Information, respectively, as defined in 45 C.F.R. §160.103, limited to the information LifeStation received from or created or received on behalf of Customer as Customer's Business Associate.

2.6 **"Subcontractor"** shall mean a "subcontractor" (as defined at 45 CFR 160.103) of LifeStation.

2.7 **Other**. All other capitalized terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules.

Section 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 **General.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:

(a) ***Permissible Use/Disclosure.*** Not Use or disclose PHI other than as permitted or required by this Addendum or as Required By Law;

(b) ***Safeguards.*** Use appropriate safeguards, and comply with the Security Rule with respect to ePHI as of the Effective Date for LifeStation's obligations as a Business Associate, to prevent Use or Disclosure of PHI other than as provided for by this Addendum;

(c) ***Reports to Customer.*** Report to Customer any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of uPHI as required at 45 CFR 164.410, and any Security Incident affecting PHI of which it becomes aware;

(d) ***Subcontractors.*** Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of LifeStation agree to the same restrictions and conditions that apply to LifeStation, in its capacity as the Business Associate, with respect to such information;

(e) ***Designated Record Sets.***

(i) Within twenty (20) days of receiving a written request from Customer, make available to the Customer PHI necessary for Customer to respond to individuals' requests for access to PHI about them in the event that the PHI in LifeStation's possession constitutes a Designated Record Set.

(ii) Within forty (40) days of receiving a written request from Customer, make available to the Customer PHI for amendment and incorporate any amendments to the PHI in accordance with the Privacy Rule in the event

that the PHI in LifeStation's possession constitutes a Designated Record Set.

(f) ***Accounting.*** Within forty (40) days of receiving a written request from Customer in response to a request from an Individual, make available to the Customer the information required for the Customer to provide an accounting of Disclosures as necessary to satisfy its obligations as a Covered Entity under 45 CFR 164.528;

(g) ***Inspection by Secretary.*** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the Privacy Rule; and

Section 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise specified in this Addendum, LifeStation may:

4.1 ***General.*** Use or disclose PHI as LifeStation deems necessary to perform its obligations under the Underlying Contracts or as otherwise permitted or required by law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended results of the use, disclosure or request. LifeStation also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this addendum.

4.2 ***Required by Law.*** Use or disclose PHI as Required By Law.

4.3 ***Proper Management and Administration***

(a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of LifeStation

(b) Disclose the PHI in its possession to a third party for the purpose of LifeStation's proper management and administration or to carry out the legal responsibilities of LifeStation, provided that the disclosures are required by law or LifeStation obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;

4.4 ***Data Aggregation.*** Provide Data Aggregation services relating to the health care operations of the Customer as permitted by law; and

4.5 ***De-Identification.*** De-identify any PHI obtained by LifeStation under this Addendum, and Use and disclose such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.

4.6 ***Marketing.*** Use and disclose PHI for marketing purposes only where permitted by applicable law and this Addendum or the Underlying Contracts;

4.7 ***Sale.*** Sell PHI only where permitted by applicable law and consistent with applicable law and this Addendum.

Section 5. TERMINATION

5.1 ***Termination.*** This Addendum shall terminate on (a) the date that the last of the Underlying Contracts terminates or expires or (b) on the date Covered Entity terminates for cause as authorized in Section 5.2 hereof, whichever is sooner.

5.2 ***Termination by Customer.*** Should Customer become aware of a breach of a material term of this Addendum by LifeStation, Customer shall provide LifeStation with written notice of such breach in sufficient detail to enable LifeStation to understand the specific nature of the breach, and provide LifeStation with at least 30 days to cure such breach. Customer shall be entitled to terminate the Underlying Contract associated with such breach if, after Customer provides the notice to LifeStation, LifeStation fails to cure the breach within a reasonable time period specified by Customer in such notice; provided, however, that such time period specified by Customer shall be based on the nature of the breach involved, and shall not be less than 30 days. If Customer determines that Business Associate has breached the terms of this Addendum and such breach has not been cured, but Customer determines that termination of the Underlying Contract(s) is not feasible, Customer may report such breach to the U.S. Department of Health and Human Services.

5.3 ***Effect of Termination.*** Upon termination of this Addendum for any reason, LifeStation, with respect to PHI received from Customer, or created, maintained, or received by LifeStation on behalf of Customer, shall:

(a) Retain only that PHI which is necessary for LifeStation to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Customer or destroy the remaining PHI that LifeStation still maintains, if it is feasible to do so;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as LifeStation retains the PHI;

(d) Not use or disclose the PHI retained by LifeStation other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Addendum which applied prior to termination; and

(e) Return to Customer or destroy the PHI retained by LifeStation when it is no longer needed by LifeStation for its proper management and administration or to carry out its legal responsibilities.

5.4 ***Survival.*** The obligations of Business Associate under this Section 5 shall survive the termination of this Addendum.

Section 6. MISCELLANEOUS

6.1 ***Amendment.*** The Parties agree to take such action as is necessary -- and negotiating in good faith appropriate -- to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.2 ***No Third Party Beneficiaries.*** Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.3 ***Interpretation.*** The terms of this Addendum shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Customer to comply with the HIPAA Rules. The bracketed citations to the HIPAA Rules in several paragraphs of this Addendum are for reference only and shall not be relevant in interpreting any provision of this Addendum.

CUSTOMER	**LIFESTATION**
Signature	***Signature***
Name (*print*): _____	Name (*print*): Daniel Oppenheim
Title: _____	Title: Executive Chairman
Date: _____	Date: 4/28/2022
ADDRESS FOR NOTICE:	ADDRESS FOR NOTICE:
701 E. Carson St. Carson, CA 90745	2 Stahuber Avenue Union, NJ 07082

LIFES-1

OP ID: JESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Central Insurance Agency, Inc.
93 East Main Street
Smithtown, NY 11787
Alice Giacalone
877-242-9600

CONTACT NAME: Central Insurance Agency
PHONE (A/C, No, Ext): 877-242-9600 FAX (A/C, No): 877-243-8995
E-MAIL ADDRESS: ginas@ciainsures.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Peleus Insurance Company	34118
INSURER B : Crum & Forster Speciality Ins	44520
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
LifeStation, Inc.
2 Stahuber Avenue
Union, NJ 07083

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	GLV0001028	08/31/2021	08/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Errors&Omissions			GLV0001028	08/31/2021	08/31/2022	MED EXP (Any one person)	$ 5,000
	X Contractual Liab			GLV0001028	08/31/2021	08/31/2022	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Prof Liab	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			UMV0000251	08/31/2021	08/31/2022	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability			SEO-114955	08/31/2021	08/31/2022	EE/AA	10,000,000
C	Excess Liability			XLS0120082	08/31/2021	08/31/2022	EE/AA	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers,employees,volunteers and agents are included as additional insureds on a primary and non contributory basis,as respects to the CG 2010 07/04 under general liability as required by written contract for work performed,while on the premises,by insured subject to terms and conditions of the policy. Waiver of Subrogation applies

CERTIFICATE HOLDER

COCARSO

City of Carson
701 E Carson Street
Carson, CA 90745

Approved
RG
7-12-22

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Gavaris

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Keevily Spero Whitelaw, Inc. 500 Mamaroneck Ave Harrison NY 10528	**CONTACT NAME:** Donna Jordan **PHONE (A/C, No, Ext):** (914) 381-5511 **FAX (A/C, No):** (914) 381-1134 **E-MAIL ADDRESS:** djordan@keevily.com
INSURED Lifestation, Inc PO Box 1920 New York NY 10101	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21/22 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	16WBCER5374	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies with respects to Workers Compensation when required by written contract.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Crystal IBC LLC 32 Old Slip Fl 17 New York NY 10005	**CONTACT NAME:** Dana Caropreso **PHONE (A/C, No, Ext):** 212 504 5890 **FAX (A/C, No):** **E-MAIL ADDRESS:** Dana.Caropreso@alliant.com
INSURED DGASEC LifeStation, Inc. 2 Stahuber Avenue Union, NJ 07083	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trumbull Insurance Company / 27120 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 161867223 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	10UENHH4351	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers,employees,volunteers and agents are included as Additional Insureds where required by written contract or agreement. Coverage shall be considered primary and non contributory subject to policy terms and conditions. Waiver of Subrogation in favor of the Additional Insureds where required by written contract executed prior to loss. Blanket/Broad Form Endorsement Hartford form HA 99 17 06 14 attached.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 16 WBC ER5374 **Endorsement Number:**
Effective Date: 01/01/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: LIFESTATION, INC
PO BOX 1920
NEW YORK NY 10101

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Automatic Status Included Where Required by Written Contract.	Automatic Status Included Where Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the specific extent required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the proportional ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective Policy No. Endorsement No.

Named Insured

Countersigned by _____

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization for whom the insured, prior to a claim, occurrence or incident for which the insured could reasonably expect a claim or occurrence to arise, was required via written agreement or contractual obligation, to waive such rights.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

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(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is $100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $40 per day and a maximum limit of $1200.

5. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III -of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

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(2) Removable from a permanently installed housing unit as described in Paragraph (1) above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

7. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

8. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

12. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Covered Autos Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

13. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

14. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

15. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

16. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto or an auto powered solely by electricity or natural gas for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

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a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

17. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 16 WBC ER5374 **Endorsement Number:**
Effective Date: 01/01/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: LIFESTATION, INC
PO BOX 1920
NEW YORK NY 10101

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by

Authorized Representative

APPROVAL OF MINUTES:

Item No. 12. 2022-445 **APPROVAL OF THE APRIL 19, 2022 CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY REGULAR MEETING MINUTES**

CARSON CITY COUNCIL Approved as Recommended JUNE 8, 2022					
1ST: JH	2ND: CH	AYES: 5	NOES: 0	ABSTAIN: 0	ABSENT: 0

Recommendation: Approve the minutes as listed.

CONSENT: (Items 13 to 36)

CARSON CITY COUNCIL All Consent Items Approved as Recommended with the Exception of Those Items Pulled: Items 16, 21, 23 and 29 JUNE 8, 2022					
1ST: JH	2ND: JD	AYES: 5	NOES: 0	ABSTAIN: 0	ABSENT: 0

Item No. 13. 2022-468 **Resolution No. 22-099, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $3,814,356.06, DEMAND CHECK NUMBERS 162657 THROUGH 162979**

Item No. 14. 2022-449 **COVID-19 UPDATE (CITY COUNCIL)**

Recommendation: 1. RECEIVE and FILE.

Item No. 15. 2022-511 **CONSIDER ADOPTION OF A RESOLUTION DECLARING JUNETEENTH AS AN ANNUAL CITY OF CARSON RECOGNIZED HOLIDAY (CITY COUNCIL)**

Recommendation: WAIVE further reading and ADOPT Resolution No. 22-120, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING JUNETEENTH AS AN ANNUAL CITY OF CARSON RECOGNIZED HOLIDAY BEGINNING IN 2022."

Item No. 16. 2022-501 **CONSIDERATION OF MULTIPLE RESOLUTIONS AS PART OF THE CITY MANAGER'S RECOMMENDED PHASE I RESTRUCTURING OF CITY DEPARTMENTS AND OPERATIONS (CITY COUNCIL)**

CARSON CITY COUNCIL Approved as Amended JUNE 8, 2022					
1ST: CH	2ND: JD	AYES: 5	NOES: 0	ABSTAIN: 0	ABSENT: 0

Recommendation: TAKE the following actions:
1. APPROVE the Grant Agreement with the LA84 Foundation in the amount of $5,250.00 to support the Learn to Swim Program (Exhibit No. 1; "Grant Agreement").
2. WAIVE further reading and ADOPT Resolution No. 22-115, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 BUDGET TO ACCEPT THE LA84 FOUNDATION GRANT THAT WILL SUPPORT THE LEARN TO SWIM PROGRAM."
3. AUTHORIZE Mayor to execute the Grant Agreement and resolution, following approval as to form by City Attorney.

Item No. 22. 2022-440 **CONSIDER APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS OCCUPATIONAL THERAPY PROGRAM AND THE CITY OF CARSON**

Recommendation: 1. APPROVE the Memorandum of Understanding between the California State University, Dominguez Hills Occupational Therapy Program and the City of Carson.
2. AUTHORIZE the Mayor to execute the MOU, following approval as to form by the City Attorney.

Item No. 23. 2022-493 **CONSIDER APPROVING A CONTRACT WITH LIFESTATION INC. FOR THE EMERGENCY ALERT RESPONSE SYSTEM (E.A.R.S.) PROGRAM**

CARSON CITY COUNCIL Approved as Recommended JUNE 8, 2022					
1ST: JD	2ND: CH	AYES: 5	NOES: 0	ABSTAIN: 0	ABSENT: 0

Recommendation: TAKE the following actions:
1. APPROVE a three-year Contract Services Agreement at a total not-to-exceed contract sum of $33,480, with one (1) City option to extend for an additional one-year at an additional cost of $11,160, with LifeStation Inc., to provide Emergency Alert Response System (EARS) services for the City of Carson's seniors (Exhibit No. 2; the "Agreement").

2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

Item No. 24. 2022-470 **CONSIDER A LETTER OF SUPPORT REGARDING THE CREATION OF THE SOUTH BAY REGIONAL HOUSING TRUST WITH THE STATED PURPOSE OF FUNDING HOUSING TO ASSIST THE HOMELESS POPULATION AND PERSONS AND FAMILIES OF EXTREMELY LOW, VERY LOW, AND LOW INCOME WITHIN THE SOUTH BAY (CITY COUNCIL)**

Recommendation: 1. AUTHORIZE the Mayor to send a letter in favor of the creation of the South Bay Regional Housing Trust.

Item No. 25. 2022-461 **UPDATE ON DOMINGUEZ CHANNEL RESTORATION (CITY COUNCIL)**

Recommendation: RECEIVE AND FILE.

Item No. 26. 2022-418 **CONSIDER ADOPTION OF RESOLUTION NO. 22-113 "A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE SUSTAINABLE COMMUNITIES GRANTS (STATE - SB 1) RESTRICTED GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF CARSON FOR THE CARSON ACTIVE TRANSPORTATION PROGRAM AND CONNECTIVITY PLAN GRANT PROJECT" (CITY COUNCIL)**

Recommendation: TAKE the following action:
1. WAIVE further reading and ADOPT Resolution No. 22-113 "A RESOLUTION OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE SUSTAINABLE COMMUNITIES GRANTS (STATE - SB 1) RESTRICTED GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF CARSON FOR THE CARSON ACTIVE TRANSPORTATION PROGRAM AND CONNECTIVITY PLAN GRANT PROJECT".
2. AUTHORIZE the Mayor to sign the Resolution after approval as to form by the City Attorney.

Item No. 27. 2022-463 **CONSIDER ADOPTING RESOLUTION NO. 22-093 APPROVING THE PROJECT LIST FOR SB-1 (BEALL) "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FOR FY 2022-23 (CITY COUNCIL)**

Recommendation: 1. ADOPT Resolution No. 22-093, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017"

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") is made and entered into this _____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and LIFESTATION, INC., a New York corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services ("Agreement") commencing July 1, 2022, whereby Consultant agreed to provide certain personal emergency response services pursuant to Consultant's individual LifeStation Care Plan Agreements with subscribers designated by the City, for an initial three-year Term with a total not to exceed Contract Sum of Thirty-Three Thousand Four Hundred Eighty Dollars ($33,480).

B. The Agreement, in Section 3.4, includes an option for City to exercise a one-year extension of the Agreement Term by a written amendment signed by Consultant and City Manager. Section 2.1 of the Agreement provides that in the event the City exercises said option, the compensation to Consultant for services rendered during the one-year extension period shall be $11,160.

C. Per Carson Municipal Code ("CMC") Section 2611(m)(2)), for City Council-approved contracts (including the Agreement), the City Council must approve any amendments that exceed the Contract Officer's authority granted in the contract, and all such amendments are to be executed by the Mayor. This Amendment exceeds the Contract Officer's authority granted in the Agreement and accordingly, City Council approval and execution by the Mayor is required for this Amendment pursuant to CMC Section 2611(m)(2), notwithstanding the conflicting language providing for City Manager execution in Section 3.4 of the Agreement. City and Consultant hereby acknowledge and agree to the validity of the execution of this Amendment No. 1 by the Mayor, rather than the City Manager.

D. City and Consultant now desire to amend the Agreement to incorporate and formalize the City's election to exercise its option to extend the Agreement Term by one year, through June 30, 2026, and to increase the Contract Sum by $11,160, from $33,480 to $44,640, to authorize funding for the services to be rendered during the one-year extension period.

TERMS

1. **Recitals**. The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **Contract Changes**. The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Section 2.1 (Contract Sum) is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation for the initial ***four-year*** ~~three-year~~ Term, including reimbursement for actual expenses, shall not exceed ***Forty-Four Thousand Six Hundred Forty Dollars ($44,640)*** ~~Thirty-Three Thousand Four Hundred Eighty Dollars ($33,480)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ~~If the Term of this Agreement is extended pursuant to Section 3.4, then, for services rendered during the Term extension period and in accordance with the prices set forth in this Agreement, the City shall pay the Consultant an amount not to exceed Eleven Thousand One Hundred Sixty Dollars ($11,160).~~"

B. Section 3.4 (Term) is hereby amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect from July 1, 2022 to June 30, ~~2025~~ ***2026*** ("Term"). ~~The City shall have the option, by a written amendment signed by the Consultant and City Manager, to extend the Term by an additional 12 months, so that the extended Term expires on June 30, 2026, unless earlier terminated in accordance with Article 7 of this Agreement. Consultant's pricing during the Term extension period shall remain as stated in Exhibit "C" (Schedule of Compensation) of this Agreement for the initial Term.~~"

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"I. Consultant shall perform the following tasks at the following rates:

RATE	# OF UNITS	SUB-BUDGET
$15.50 per unit and per month	60*	$930.00/month

TOTAL: ***$44,640*** ~~$33,480~~ for the Term of ***48*** ~~36~~ months (July 1, 2022 to June 30, ***2026*** ~~2025~~)

~~If City exercises its option to extent the Term pursuant to Section 3.4 of this Agreement, compensation for services rendered during the Term extension period (July 1, 2025 to June 30, 2026) shall be consistent with the rate set forth above, and shall not exceed $11,160 for the Term extension period ($15.50 x 60 units x 12 months).~~

**60 units is the maximum number units the City will use at one time, but the City can use fewer than 60 units, if it so chooses."

D. Section III of Exhibit "C" (Schedule of Compensation) is hereby amended as follows:

"III. The total compensation for the Services shall not exceed ***$44,640*** ~~$33,480~~ as provided in Section 2.1 of this Agreement."

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj, mav]

CONSULTANT:

LIFESTATION, INC., a New York corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2 Stahuber Avenue
Union, NJ 07083

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING A CONTRACT SERVICES AGREEMENT WITH MARIBEL CERVANTES, OT/L, TO PROVIDE OCCUPATIONAL THERAPY SERVICES FOR MEMBERS OF THE JOSEPH B. JR. AND MARY ANNE O'NEAL STROKE CENTER (CITY COUNCIL)

I. SUMMARY

Since 2015, the City of Carson has maintained a Memorandum of Understanding (MOU) with California State University, Dominguez Hills (CSUDH) related to partnering to provide Occupational Therapy for participants of the Joseph B. Jr. and Mary Ann O'Neal Stroke Center. Also related to this purpose, in 2021, the City entered into an Affiliation Agreement with CSUDH on behalf of its Occupational Therapy program. In 2024, the term of the Affiliation Agreement was extended for an additional five years, to June 30, 2029 (Exhibit No. 2). The partnership allows qualified students from the CSUDH Occupational Therapy program to gain hands-on experience in the Stroke Center (an existing CSUDH-approved field work site) under the coordination of Dr. Jennifer L. Taosuvanna, OTD, OTR/L, the CSUDH OTD Program Coordinator and, with the proposed contract, the supervision and guidance of Occupational Therapist Maribel Cervantes, OT/L. In order to ensure that the program continues uninterrupted, the City Council is asked to approve a one-year Contract Services Agreement with Maribel Cervantes, OT/L (Exhibit No. 1) at a not-to-exceed cost of $48,000, to provide Occupational Therapy services at the Stroke Center.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Contract Services Agreement with Maribel Cervantes, OT/L, for the provision of Occupational Therapy services for members of the Joseph B. Jr. and Mary Anne O'Neal Stroke Center for a not-to-exceed Contract Sum of $48,000 over a one-year term (Exhibit No. 1; "Agreement"); and
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

In June of 2015, the City of Carson entered into an MOU with the Occupational Therapy Department at CSUDH to establish a partnership related to provision of Occupational Therapy to participants of the Stroke Center. Since then, with the exception of the temporary closure from March 2020 through September 2021 due to Covid-19 restrictions, Stroke Center members have been provided with much-needed rehabilitative care and treatment. The stroke survivors, most of whom have timed out of their insurance covered treatments, are extremely grateful for the therapeutic services the Stroke Center provides.

Effective with this proposed new contract, Maribel Cervantes, OT/L will be the Occupational Therapy service provider for the program. Ms. Cervantes' education and experience as an Occupational Therapist speak to her exemplary qualifications for this position: She received her master's degree in occupational therapy at California State University, Dominguez Hills, and has over ten (10) years of experience in providing Occupational Therapy for Dignity Health. She will be working hand-in-hand with Dr. Taosuvanna at CSUDH to implement new and exciting therapies and treatments for the survivors, including one-on-one services, fieldwork interns, and group therapies of various modalities.

V. FISCAL IMPACT

Should the City Council approve Staff's recommendation, funds in the amount of $48,000 for the proposed one-year contract have been included in the proposed FY 2025-26 budget in account number 101-90-980-249-6004.

VI. EXHIBITS

1. Proposed Contract Services Agreement with Maribel Cervantes, OT/L
2. Existing Amendment No. 1 to the current Affiliation Agreement between the City of Carson and the California State University, Dominguez Hills (CSUDH) on behalf of its Occupational Therapy Department

Attachments

Exhibit 1 - Stroke Center Cervantes OT Contract.pdf

Exhibit 2 - Amendment No. 1 to CSUDH OT Affiliation Agreement EXECUTED.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

MARIBEL CERVANTES, OT/L

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
MARIBEL CERVANTES, OT/L

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and MARIBEL CERVANTES, OT/L, an individual ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Consultant has been chosen by California State University Dominguez Hills ("CSUDH") and City has agreed to have Consultant supervise CSUDH's Occupational Therapy ("OT") students as Fieldwork Coordinator pursuant to the affiliation agreement entered into between the City and CSUDH effective July 1, 2021, and provide onsite treatment to City's Stroke Center's members.

B. Consultant's education, skills, and experience as an Occupational Therapist make her uniquely qualified to run the OT program for CSUDH's OT students and provide onsite treatment at the Center.

C. Accordingly, City has authority to enter into and execute this Agreement as a sole source contract under Article II, Chapter 6, Section 2611(e) of the City of Carson's Municipal Code.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services

described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such

damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty-Eight Thousand Dollars ($48,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, and (b) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Maribel Cervantes, OT/L

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Melody Carter, Social Services Coordinator II. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj;ad]

CONSULTANT:

MARIBEL CERVANTES, OT/L

By:_____
Name: Maribel Cervantes
Address: 5645 California Ave.
Long Beach, California 90805

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Provide one-on-one assessments, interventions, and treatment plans in the field of occupational therapy ("OT") to members of the City of Carson's Joseph B. Jr. and Mary Anne O'Neal Stroke Center ("Stroke Center").

1. As part of these services, Consultant will provide individual 50-minute OT sessions to stroke survivors and supervise multiple part-time OT students at the Stroke Center on days, dates, and times mutually agreed upon by Consultant and the Contract Officer.

B. Refer qualified students from the CSUDH OT program to the Stroke Center who have adequate academic preparation for clinical practice.

C. Consultant will at all times supervise the activities of the CSUDH OT program students working at the Stroke Center and be responsible for all treatment plans.

II. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. Provide annual updates to City staff, City management, and/or City elected officials, as directed by the Contract Officer, regarding the OT program in the Stroke Center.

B. Request meetings with Stroke Center staff members to provide updates and discuss concerns as needed.

C. Discuss Stroke Center members' urgent health concerns with Stroke Center staff members immediately.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Maribel Cervantes, Occupational Therapist

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[None]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services at the rate of $75 per hour.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include, to the extent applicable:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $48,000.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with a schedule to be mutually agreed upon by Consultant and the Contract Officer, subject to compliance with the provisions of Exhibit "A".

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

AMENDMENT NO. 1

TO AFFILIATION AGREEMENT

THIS AMENDMENT NO. 1 TO THE AFFILIATION AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, on behalf of the Occupational Therapy Program (OT) ("CSUDH") is effective as of the 30th day of June, 2024.

RECITALS

A. City and CSUDH entered into that certain Agreement effective July 1, 2021 ("Affiliation Agreement"), related to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.

B. The Agreement provides that its term will expire on June 30, 2024, unless earlier terminated by either party pursuant to applicable provisions of the Agreement. The Agreement also provides that it may at any time be altered, changed or amended in writing by mutual agreement of the parties.

C. City and CSUDH now desire to amend the Agreement to extend the term by five (5) years, thereby extending the stated term expiration date from June 30, 2024 to June 30, 2029, subject to the parties' rights to terminate the Agreement earlier pursuant to applicable provisions of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   A. The second introductory paragraph of the Agreement is amended as follows:

   "The Agreement shall be effective July 1, 2021 to June 30, 2029 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III.C."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and CSUDH each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

CSUDH represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to CSUDH that, as of the date of this Amendment, CSUDH is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CSUDH:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By:_____
Name: Diana Malauulu
Title: Contract Specialist

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Van Rin
Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	PHONE (A/C, No, Ext): 415-403-1400 FAX (A/C, No): 415-874-4810 E-MAIL ADDRESS: vrin@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The California State University (CSU)
401 Golden Shore, 5th Floor
Long Beach, CA 90802
CSU Dominguez Hills

COVERAGES **CERTIFICATE NUMBER:** 1263495739 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B1820WLS24A036	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sexual Abuse/Molest.	$ $2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS24A036	7/1/2024	7/1/2025	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses.
Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.
Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.
Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David T. Howell

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CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 6/27/2024

PRODUCER

Alliant Insurance Services Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE
A: CSURMA
B:
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	CSURMA-LIAB-2425	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ Excluded
	[X] Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	[X] SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC				Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO					$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY**	CSURMA-WC-2425	7/1/2024	7/1/2025	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities. Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David T. Howell

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER APPROVING AMENDMENT NO. 1 TO THE PUBLIC WORKS AGREMENT WITH ED'S FENCING, INC., TO AUTHORIZE ADDITIONAL FENCING WORK FOR THE PICKLEBALL COURT AT DOLPHIN PARK (CITY COUNCIL).

I. SUMMARY

On March 18, 2025, the City awarded a one-year Public Works Agreement (Contract No. 25-068) with Ed's Fencing, Inc., to remove and replace the old tennis court fencing at Dolphin Park in the amount of $59,970.00 (Exhibit No. 1). Staff is now requesting that the City Council approve Amendment No. 1 to the agreement for the installation of fencing around the new Dolphin Park outdoor pickleball court for a total not-to-exceed cost of $11,360.00. This action will increase the total not-to-exceed Contract Sum to $71,330.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the Public Works Agreement with Ed's Fencing, Inc., to authorize the installation of fencing around the new outdoor pickleball court at Dolphin Park for a total not-to-exceed cost of $11,360.00, which will increase the total not-to-exceed Contract Sum to $71,330.00. (Exhibit No. 2; "Amendment").
2. AUTHORIZE the Mayor to execute the Amendment, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

As part of the City's ongoing commitment to providing high-quality recreational amenities to residents and promoting healthy lifestyles, the Community Services Department has pursued the strategic goal of installing at least one pickleball court in each District. An existing concrete pad located outside of the tennis court at Dolphin Park has been identified as the most viable location for a new pickleball court. The amenity will be designated for leisure and recreational use rather than competitive play, making it an inclusive and flexible addition for community members of all ages and abilities.

To support the function and long-term usability of this recreational element, staff recommends amending the current contract with Ed's Fencing, Inc. to include the installation of a new 4-foot chain-link fence surrounding the court. The fence is necessary to reduce interference from nearby recreational activities — particularly basketball play and other potential obstructions — that may impact pickleball users.

The proposed additional scope of work includes, but is not limited to, the following:

- Coring into the existing concrete pad to install fence posts
- Fabricating and installing four (4) access gates
- Installing 4-foot-high chain-link fencing around the perimeter of the pickleball court

The project has been designed with minimal impact to existing park circulation. The current walking path from the adjacent neighborhood to Dolphin Park will remain accessible to pedestrians, ensuring continued ease of access for all residents (Exhibit 3).

V. FISCAL IMPACT

Funds for this item were appropriated in Account No. 101-90-970-107-6004 for Fiscal Year 2024-2025.

VI. EXHIBITS

1. Contract 25-068
2. (Proposed) Amendment
3. Draft Concept Layout

Attachments

C-25-068 - EDS FENCING INC. 2025 MARCH 26 (1).pdf
EDS FENCING - AMENDMENT 1.pdf
Dolphin Park_Concept Plan_5.14.25 (002).pdf

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
ED'S FENCING, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 26th day of March, 2025, by and between the City of Carson, a California charter city ("**City**") and ED'S FENCING, INC., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Dolphin Park Tennis Court Fencing** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to the scope of work and price set forth in Contractor's Bid as shown in Exhibit A, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor 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 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's City Manager or designee, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's City Manager or designee, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's City Manager or designee. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Fifty-Nine Thousand Nine Hundred Seventy Dollars ($59,970.00) ("Contract Sum")** for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within fifteen (15) business days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ryan Cripps	Project Manager
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Freddy Loza, Public Works Superintendent, or any other person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto"

and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain 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 or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of 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 Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. 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 and will survive termination of this Agreement.

Contractor 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, 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's 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.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

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. 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.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement 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.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) 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 days, shall provide the 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 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 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, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the 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.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the 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, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the 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 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business 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.

(i) 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.

(ii) 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.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the 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. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

Government Code Section 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, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 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 procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) 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 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) 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.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address

by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor

warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials RC

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

David C. Roberts, Jr., City Manager

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj;pks]

CONTRACTOR:

ED'S FENCING, INC. a California corporation

*By:
Name: RYAN CEIPS
Title: PRESIDENT

*By:
Name: Steven Jones
Title: CFO

Address: 1521 E. Pacific Coast Hwy
Wilmington, CA 90744

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE 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 ~~LOS ANGELES~~ Orange

On 3/5, 2025 before me, Nina Astan Notary public, personally appeared Ryan Christopher Cripps, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

NINA ASTAN
COMM. #2490300
Notary Public - California
Orange County
My Comm. Expires May 16, 2028

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

Contractor's bid is as follows, which includes application of prevailing wage rates:

Wrought Iron

California License No. 422002

ED'S FENCING Inc.

P.O. Box 341
Wilmington, CA 90748
Phone: (310) 518-3200
Fax: (310) 518-3045

Chain Link

February 5, 2025

JOB. Dolphin Park
City of Carson
(310) 502-3241

Attn: Modesto

Thank you for choosing Ed's Fencing. The following agreement spells out the terms and conditions of this proposed project. Ed's Fencing proposes to furnish all materials and perform all labor necessary to complete the following job.

1. **Tennis Court:**
   - Take down and haul away all materials except for the vertical fence posts
   - Paint all vertical fence posts silver
   - Install all new 12' high chain link mesh, top rail, middle rail, bottom rail and all fittings/hardware
   - Install all new 6' high chain link mesh
   - 4- new posts to be installed on the court dividing fence to properly tie off around the light poles
   - Install 2- new 7' high x 4' wide swing gate with a fork latch for locking
   - Install 1- new 12' high x 10' wide double swing gate with drop rod in the center

   =$59,970.00

   Materials to be used: all heavy duty/commercial grade: 1 5/8" sch40 top rail, middle rail, bottom rail, gate frames, 9 gauge chain link with **2" mesh**

   Job was bid using prevailing wages

   Price does not include new windscreen

All material, tax and labor included
ESTIMATE VALID FOR 30 DAYS

All of the above work is to be completed in a substantial and workmanlike manner according to current standards and practices
for the sum of: $59,970.00
Payment to be made: Paid in full upon completion

All language/text contained in Contractor's bid that is not expressly set forth above is hereby expressly excluded from this Agreement.

The work will be performed in the City's Dolphin Park at the Tennis Courts.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. The first paragraph of Section 2.2 (Invoices) is amended as follows:

"***Upon completion of the project,*** ~~Each month~~ Contractor shall furnish to City an original invoice for all work performed ~~during the preceding month~~ using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement."

II. Subsection (a) (General Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follows:

"(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than ***$1,000,000*** ~~$5,000,000~~ per occurrence, ***$2,000,000*** ~~$10,000,000~~ general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted."

III. Subsection (b) (Automobile Liability Insurance) of Section 5.1 (Insurance Coverages) is amended as follows:

"(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than ***$1,000,000*** ~~$2,000,000~~ combined single limit for each accident."

IV. Subsection (d) (Builder's Risk Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

V. Subsection (e) (Pollution Liability Insurance) of Section 5.1 (Insurance Coverages) is hereby deleted.

7901246418

EXHIBIT C

PERFORMANCE BOND

We, Ed's Fencing, Inc., a California corporation, as Principal, and Nationwide Mutual Insurance Company as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Fifty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($59,970.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this March day of 3, 2025.

Seal of Corporation

Ed's Fencing, Inc.

By: _____
Authorized Representative of Principal

Title: PRESIDENT

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

(x) Nationwide Mutual Insurance Company
[name of surety company]

Knox General Ins. Brokers
Name

226 S. Glassell St.
Street Number

Orange, CA 92866-1918
City and State

714-744-3300
Telephone Number

1100 Locust St., Dept. 2006
Street Number

Des Moines, IA 50391-2006
City and State

866-387-0457
Telephone Number

By: _____
Attorney in Fact or other Representative Richard Knox

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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 ORANGE)

On MARCH 19, 2025 before me, DIANA L MULL, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RYAN CRIPPS----------,
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.

DIANA L. MULL
Comm. # 2512137
ORANGE County
California - Notary Public
Comm. Expires FEB. 13, 2029

Signature Diana L Mull (Seal)

attached to Performance Bond

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 Orange)

On March 4th 2025 before me, Michelle Knox, Notary Public
(insert name and title of the officer)

personally appeared Richard Knox,
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.

MICHELLE KNOX
COMM. #2370809
Notary Public - California
Orange County
My Comm. Expires Aug. 15, 2025

Signature Michelle Knox (Seal)

Bond Number: 7901246418

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RICHARD KNOX

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Sixty Thousand and no/100 -- Dollars ($60,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 3rd day of March, 2025.

Assistant Secretary

BDJ 1(04-24)00

7901246418

EXHIBIT D

PAYMENT BOND

We, Ed's Fencing, Inc., a California corporation, as Principal, and Nationwide Mutual Insurance Company as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Fifty-Nine Thousand Nine Hundred Seventy Dollars and Zero Cents ($59,970.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this 3rd day of March, 2025.

Seal of Corporation

Ed's Fencing, Inc.

By: _____
Authorized Representative of Principal

Title: PRESIDENT

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service of process in California:

(x) Nationwide Mutual Insurance Company
[name of surety]

Knox General Ins. Brokers
Name

1100 Locust St., Dept. 2006
Street Number

226 S. Glassell St.
Street Number

Des Moines, IA 50391-2006
City and State

Orange, CA 92866-1918
City and State

866-387-0457
Telephone Number

714-744-3300
Telephone Number

By: _____
Attorney in Fact or other
Representative Richard Knox

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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 ORANGE)

On MARCH 19, 2025 before me, DIANA L MULL, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared RYAN CRIPPS----------,
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.

DIANA L. MULL
Comm. # 2512137
ORANGE County
California - Notary Public
Comm. Expires FEB. 13, 2029

Signature Diana L Mull (Seal)

Attached to Payment Bond

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 Orange)

On March 4th 2025 before me, Michelle Knox, Notary Public
(insert name and title of the officer)

personally appeared Richard Knox,
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.

MICHELLE KNOX
COMM. #2370809
Notary Public - California
Orange County
My Comm. Expires Aug. 15, 2025

Signature Michelle Knox (Seal)

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT NO. 1 TO THE PUBLIC WORKS AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and ED'S FENCING INC., a California corporation ("Contractor") is effective as of the ____day of _____, 2025. City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 26, 2025 ("Agreement") whereby Contractor agreed to provide fencing services at the City's Dolphin Park at the Tennis Courts for a total not to exceed amount of $59,970.

B. City and Contractor now desire to amend the Agreement to include fencing services for the Pickleball Court at the City's Dolphin Park ("Additional Work") for a cost of $11,360, thereby increasing the Contract Sum by $11,360, for a total not to exceed amount of $71,330, and to provide Contractor with two weeks or fourteen (14) days to complete the Additional Work after receiving a "Notice to Proceed" from the City.

C. Pursuant to Section 5.5 of the Agreement, Contractor is required to provide performance and payment bonds reflecting the full Contract Sum as amended by this Amendment ($71,330). The completed bonds reflecting this amount are attached hereto as Exhibit "A."

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~).

a) Section 2.1, "Contract Sum", is amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed ~~Fifty-Nine Thousand Nine Hundred Seventy Dollars ($59,970.00)~~ ***Seventy-One Thousand Three-Hundred Thirty Dollars ($71,330)*** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred

by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4."

b) Section 3.1 "Schedule of Performance" is amended as follows:

"3.1 Schedule of Performance.

Contractor shall complete the Project, ***exclusive of the Additional Work,*** within fifteen (15) business days after receiving a "Notice to Proceed" from the City ***for such work*** in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. ***Contractor shall complete the Additional Work within two weeks, or fourteen (14) days, after receiving a "Notice to Proceed" from the City for the Additional Work.*** Time is of the essence. If the work is not completed within ***the aforementioned*** ~~said~~ time period***s (as applicable)***, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project."

c) Exhibit "A" is amended to add the following scope of work to Contractor's bid:

Wrought Iron

California License No. 422002
ED'S FENCING Inc.
P.O. Box 341
Wilmington, CA 90748
Phone: (310) 518-3200
Fax: (310) 518-3045

Chain Link

April 30, 2025

JOB: Dolphin Park
City of Carson
(310) 502-3241

Attn: Modesto
Thank you for choosing Ed's Fencing. The following agreement spells out the terms and conditions of this proposed project. Ed's Fencing proposes to furnish all materials and perform all labor necessary to complete the following job.

Pickle Ball Court:
Install new 198' of 4' high chain link fence with 4- 4' high x 4' wide swing gates

- Fence to have top rail and bottom rail
- All posts to be core drilled into concrete
- All swing gates to have a fork latch for locking

=$11,360.00

Materials to be used: all heavy duty/commercial grade: 2 7/8" sch40 terminal posts, 2 3/8" sch40 line posts, 1 5/8" sch40 top rail, middle rail, bottom rail, gate frames, 9 gauge chain link with 2" mesh

Job was bid using prevailing wages

All material, tax and labor included
ESTIMATE VALID FOR 30 DAYS

All of the above work is to be completed in a substantial and workmanlike manner according to current standards and practices
for the sum of: $11,360.00
Payment to be made: Paid in full upon completion

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks, brj]

CONTRACTOR:

ED'S FENCING, INC., a California corporation

By: _____
Name: Ryan Cripps
Title: President

By: _____
Name: Steven Jones
Title: Chief Financial Officer

Address: 1521 E. Pacific Coast Highway
Wilmington, CA 90744

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

Nationwide
is on your side

SURETY RIDER

Nationwide Mutual Insurance Company
Bond Department
1100 Locust Street, Department 2006
Des Moines, IA 50391-2006

TO BE ATTACHED TO AND FORM PART OF
Performance/Payment Bond
Dolphin Park Tennis Court Fencing BOND NUMBER 7901246418

IN FAVOR OF City of Carson
(Obligee)

ON BEHALF OF Ed's Fencing, Inc.
(Principal)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to amend the following:
   Penalty/Contract Amount

From:
$59,970.00

To:
$71,330.00

Effective: 04/30/2025

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 15th day of May, 2025.

SEAL

Nationwide Mutual Insurance Company

BY: _____

Rick Knox, Attorney in Fact

Bond Number: 7901246418

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RICK KNOX

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Eighty Thousand and no/100 -- Dollars ($80,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of May, 2025.

Assistant Secretary

BDJ 1(04-24)00

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 Orange)

On May 15th 2025 before me, Michelle Knox, Notary Public
(insert name and title of the officer)

personally appeared Richard Knox,
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.

MICHELLE KNOX
COMM. #2370809
Notary Public - California
Orange County
My Comm. Expires Aug. 15, 2025

Signature Michelle Knox (Seal)

LEGEND

1. 2" WIDE WHITE PLEXICOLOR LINE STRIPES
2. PLEXIPAVE COURT SURFACING - DARK GREEN COLOR (TO BE APPROVED BY CITY PRIOR TO INSTALLATION)
3A. PLEXIPAVE COURT SURFACING - BLUE COLOR (TO BE APPROVED BY CITY PRIOR TO INSTALLATION)
3B. PLEXIPAVE COURT SURFACING - LIGHT BLUE COLOR (TO BE APPROVED BY CITY PRIOR TO INSTALLATION)
4. PICKLEBALL NET
5. NET POST
6. 4' HIGH CHAINLINK FENCING
7. 4' WIDE GATE
8. FENCE POST, SIZE 2 $\frac{7}{8}$" SCH. 40
9. FENCE POST, SIZE 2 $\frac{3}{8}$" SHC.40
10. EXISTING EXPANSION JOINT
11. 5' CONCRETE WALK
12. BENCH

NOTES

LAYOUT OF FINISHED PICKLEBALL COURT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF INTERNATIONAL FEDERATION OF PICKLEBALL (IFP) OFFICIAL TOURNAMENT RULE BOOK.

FINIHSED COURT SURFACING SHALL BE ON A TRUE PLANE SLOPED FROM SIDE TO SIDE, END TO END, OR CORNER TO CORNER. MAXIMUM SLOPE SHALL BE 1.0%. MINIMUM SLOPE SHALL BE 0.9%

COURT MEASUREMENTS SHALL BE MADE TO THE OUTSIDE OF THE LINES. THE COURT LINES SHALL BE 2" IN WIDTH.

Dolphin Park

Concept Plan

0' 8' 16' 32'

SCALE: $\frac{3}{32}$" = 1'-0"

MAY 13, 2025

RHA LANDSCAPE ARCHITECTS PLANNERS, INC.

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO CROSSTOWN ELECTRICAL & DATA, INC. FOR AS-NEEDED UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION SERVICES. (CITY COUNCIL)

I. SUMMARY

The City of Carson currently has existing underground fiber optic cabling in the Public Right-of-Way and throughout City facilities for City operations. The existing fiber network requires scheduled maintenance, emergency maintenance including reroutes and splicing, and modifications to building network paths due to City facility construction projects. The City has required emergency maintenance on (5) occasions within the past 12-month period. Without an established On-Call contractor, unnecessary delays occur in attempting to identify an available vendor willing to respond on an emergency basis, without an established budget and agreed upon cost control measures. To address the City's fiber network maintenance requirements and needs, staff issued RFP 25-009 soliciting on-call contractors for As-Needed Utility Undergrounding and Excavation Services. Staff is seeking City Council approval to award a construction contract to Crosstown Electrical & Data, Inc., in the amount not to exceed $468,385.00 (Exhibit No. 1). The City appropriated $468,385.00 in FY2024-25 Capital Improvement Project funds for the Agreement.

II. RECOMMENDATION

1. AWARD a construction contract for As-Needed Utility Undergrounding and Excavation Services not to exceed the amount of $468,385.00, to the lowest responsive and responsible bidder, Crosstown Electrical & Data, Inc.
2. AUTHORIZE the Mayor to execute the contract with Crosstown Electrical & Data, Inc. after approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On January 23, 2025, the City of Carson advertised notices for construction bids through RFP No. 25-009, with two bids received through Planet Bids and opened by the Purchasing Officer, at the City Clerk's office on March 3, 2025.

The City of Carson currently has existing underground fiber optic cabling throughout the city and within City facilities requiring scheduled maintenance, emergency maintenance, reroutes, and incremental expansions in small phases due to construction projects and City facility remodels. The City will utilize the As-Needed Utility Undergrounding and Excavation Services Agreement to establish scheduled and emergency maintenance standard operating procedures with the vendor, and allocate a budget to be determined by the City, for estimated work throughout the term of the agreement. The City has required emergency maintenance approximately on (5) occasions within the past 12 month period, and as such is interested in establishing a vendor to complete such work on an incremental and as-needed basis through use of a contractor at reasonable construction duration times according to complexity of work involved, at a competitive rate, for work product in accordance with industry standards. The City included a Fictional Design representing an average scope of work anticipated to be required by City, for the purposes of establishing competitive bids for the Request for Proposal. Crosstown Electrical & Data, Inc. was the lowest responsive and responsible bidder, with a bid amount of $468,385.00. However, actual phases and scopes of work could vary from the average scope of work represented in the Fictional Design. No work will be completed unless and only to the extent directed by the City. Finally, there are no guarantees of work by the City during the term of the agreement.

The bid results are as listed below (Exhibit No. 2):

Bidder	Place of Business	Bid Amount
1. Crosstown Electrical & Data, Inc.	Irwindale, California	$468,385.00
2. Spirit Energy LLC (Prime) Subcontractors: Advanced Media Technologies, Advanced Media Services, Advanced Powering Services, et al.	Deerfield Beach, Florida	Bidder Disqualified for Failure to Meet Bid Requirements.

A Bid Evaluation Committee comprised of staff from the Information Technology and Security Department and Public Works Department, reviewed the bids and determined that the lowest responsive and responsible bid was submitted by Crosstown Electrical & Data, Inc., with a total bid in the amount of $468,385.00. Crosstown Electrical & Data, Inc. is a licensed contractor in the State of California, Contractor State License Board license number 756309 for classifications including C10 Electrical and A General Engineering and Crosstown Electrical & Data also has an active DIR registration PWCR Number: 1000000155. Crosstown Electrical & Data has completed similar utility undergrounding projects for over 25 years, including projects for City of Santa Clarita, City of La Habra, and Coachella Valley of Governments. The contractor's references were checked and all provided comments attesting that the work was completed in a professional manner and within a reasonable project schedule.

Staff requests the City Council award a Construction Contract to Crosstown Electrical & Data, Inc. in the amount not to exceed $468,385.00.

V. FISCAL IMPACT

The total construction bid amount for this capital improvement project is $468,385.00. The total project cost of $468,385.00 will be allocated from the existing fiscal year 2024-25 Capital Improvement Program account.

Fiscal Year	**Amount**	**Account Number**

FY2024-25	$468,385.00	101-99-999-904-8012

VI. EXHIBITS

1. Public Works Agreement with Crosstown Electrical & Data, Inc.
2. Bid Register.

Prepared by: Gary Carter, Director, Information Technology&Security Department

Attachments

Crosstown Public Works Agreement (Fiber Optics As Needed)(2012163.1).pdf
BID REGISTER 25_009.pdf

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
CROSSTOWN ELECTRICAL & DATA, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this day of _____, 2025, by and between the City of Carson, a California charter city ("**City**") and Crosstown Electrical & Data, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled RFP No. 25-009 As Needed: Fiber Optic Network Utility Undergrounding and Excavation Construction ("**Project**"). The primary objective of this Agreement is for the Contractor to serve as an on-call vendor, to provide work on an as-needed basis, for both scheduled and emergency maintenance on the City's fiber network. The City intends to coordinate the construction schedule and enhance project management through integration of network construction phases with the City's major construction projects, if and when the City determines such incremental construction for maintenance, replacement, and alternative fiber spans are necessary. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical

Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein, and the Scope of Work, attached hereto as Exhibit A of this Agreement. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker 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 Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor 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 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including

without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or Director of Information Technology & Security, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or Director of Information Technology & Security, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or Director of Information Technology & Security, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or Director of Information Technology & Security, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the Schedule of Compensation attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Four-Hundred Sixty Eight Thousand Three Hundred Eighty Five Dollars and Zero Cents (**$468,385.00**) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit F and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage

rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within Three Hundred Sixty Five (365) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars ($1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

David P. Heermance	President
(Name)	(Title)
Benjamin Heermance	Chief Financial Officer
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or

agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Gary Carter, Director of Information Technology and Security, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain 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 or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of 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 Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. 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 and will survive termination of this Agreement.

Contractor 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, 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's 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.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if any individual projects or concurrent projects should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

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. 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.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement 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.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) 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 days, shall provide the 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 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 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, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the 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.

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

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the 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, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the 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 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business 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.

(i) 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.

(ii) 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.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the 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. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 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, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 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 procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) 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 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) 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.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 5454 Diaz Street
Irwindale, CA 91706

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF WORK

I. On an As-Needed Basis determined solely by the City in its discretion, Contractor will perform the following One-Time Construction Work:

A. The work shall consist of the construction of an underground fiber optic system including the excavation, cutting and removal of existing pavement, furnishing and installing HDPE, galvanized steel and PVC conduits; excavating for, furnishing and installing precast polymer pull boxes, concrete foundation for service cabinets (including anchor bolts),trenching, backfill; compaction; traffic control (including signs and barricades); temporary lighting if necessary; temporary paving; permanent pavement; and everything called for in the specifications whether or not specifically noted in this paragraph.

B. The contractor shall furnish ducts, fittings, and other appurtenances necessary to fulfill the requirements of these specifications and shall install all of these items.

C. The duct finished herein shall by 4" PVC, schedule 80, or as indicated on the drawing. The duct between the pull box and the NEMA box shall be 3" PVC, schedule 80, or as indicated on the drawing.

D. All conduit shall be installed by the Contractor according to the details of the drawings. Unless directed by the City, the normal minimum cover of 24" shall be maintained for 3" or 4" conduit.

E. Horizontal bends must have a minimum 36" radius. Vertical bends (into pull boxes) must have a 15" radius.

F. Removals shall be performed per City of Carson Standard Specifications. If the pavement edges are not clean straight lines in the opinion of the Public Works Inspector, the Contractor shall saw cut edges at no extra cost. Rock sawing is not acceptable.

G. Concrete curbs, walks, gutters, cross gutters, driveways and alley intersections shall be replaced in accordance with the stands of the City of Carson Public Works Department.

H. Concrete Restoration. Restoration of concrete after excavation and installation of vault.

I. Trench resurfacing shall be in accordance with the Standard Specifications and City of Carson Public Works Department. Generally permanent paving shall be the same type as existing and same thickness plus one additional inch.

II. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

A. Project Schedule.

B. Bi-weekly Project Updates with Summary of Completed Work and Scheduled Work for next Bi-weekly period.

C. As-Builts of all construction engineering drawings with markups. Network related outages confirmed by Consultant or City.

D. Inspection reports related to the City's As Needed: Fiber Optic Network Utility Undergrounding and Excavation Construction Project.

E. Quarterly Business Reviews.

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

None.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
1	FICTIONAL CONSTRUCTION JOB DESIGN	1	LS	$468,385.00	$468,385.00
				TOTAL	**468,385.00**

Conduits	Parkway Installation		Sidewalk Installation		Street Installation	
4" PVC Schedule 80 between pull box and streetlight standard (average 5' per run)	Trench (USD)	Boring (USD)	Trench (USD)	Boring (USD)	Trench (USD)	Boring (USD)
Up to 25' linear feet	$285.00	$515.00	$485.00	$635.00	$830.00	$645.00
26' – 50'	$215.00	$300.00	$310.00	$420.00	$525.00	$410.00
51' – 150'	$150.00	$175.00	$250.00	$235.00	$465.00	$215.00
151' – 300'	$130.00	$150.00	$205.00	$160.00	$355.00	$185.00
301' – 1000'	$110.00	$97.00	$175.00	$120.00	$315.00	$180.00
1001' – 5000'	$86.00	$75.00	$140.00	$100.00	$280.00	$115.00
5001'+	$80.00	$70.00	$130.00	$95.00	$270.00	$105.00

l

EXHIBIT D

PERFORMANCE BOND

We, Crosstown Electrical & Data, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of Four-Hundred Sixty Eight Thousand Three Hundred Eighty Five Dollars and Zero Cents (**$468,385.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

We, Crosstown Electrical & Data, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of Four-Hundred Sixty Eight Thousand Three Hundred Eighty Five Dollars and Zero Cents (**$468,385.00)** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT F

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *AS NEEDED: FIBER OPTIC NETWORK UTILITY UNDERGROUNDING AND EXCAVATION CONSTRUCTION*

BID OPENING DATE: *02-24-25* **TIME:** *9:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Crosstown Electrical & Data	David P. Heermance	2/24/25 8:55 a.m.			
2.	Spirit Energy, LLC.	Spirit RICKS	2/24/25 8:52 a.m.			
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: Melissa Figueroa (Print Legibly) M.F. (Initials)

Staff Present: S. Ross; Gary Carter; Hector Ramirez (Print Legibly) HR (Initials)

City Clerk: (Signature)

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO.1 TO THE PURCHASING AND MAINTENANCE SERVICES AGREEMENT WITH MISSION CRITICAL INFORMATION SYSTEMS INC. (MCIS) (C22-045) FOR INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM AND MAINTENANCE SERVICE (CITY COUNCIL)

I. SUMMARY

On October 5, 2021, the City Council awarded a five-year (5) service contract to Mission Critical Information Systems Inc. (MCIS) for the programming, installation, and maintenance of the Public Safety Radio System. The total compensation for this contract was set at an amount not to exceed $219,934.54.

The COVID-19 pandemic caused significant disruptions in supply chains, leading to computer chip shortages and resulting in delays of up to 20 months in receiving essential radios and other components under the MCIS-City of Carson contract. These delays have impacted various operational processes, necessitating a request for the first-year service contract payment to be processed much later than originally anticipated. Additionally, these shortages have affected the timely delivery of city vehicles for Public Safety and other departments.

It should be noted that a previous version of Amendment No. 1 had already been presented and approved by the City Council on January 21, 2025. That amendment called for City to purchase additional products and services for a not to exceed cost of $113,740.31. After City Council approval, the vendor requested that edits be made to some areas within the amendment. As a result, a fully executed version of Amendment No. 1 was never executed.

Now Staff is recommending for City Council to re-approve up updated Amendment No. 1 to add the requested edits made by the vendor along with the addition of new products and services to the Scope of Services for an additional amount of $62,027.82 (total increase for Amendment No. 1 is $175,768.13) thereby increasing the total not to exceed contract sum to $395,702.67.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to add products and services to the Scope of Services for an additional amount of $175,768.13 thereby increasing the total not to exceed contract sum to $395,702.67.
2. AUTHORIZE the Mayor to execute the amendment, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirements of law.

IV. BACKGROUND

In 2012, the federal government passed the Middle-Class Tax Relief and Job Creation Act of 2012, which included a section related to public safety radio communications and mandated that by 2023, public safety agencies would have to abandon the UHF frequency spectrum currently used and move to a different spectrum.

The City of Carson UHF radio system that supports public safety and public works began transitioning to the Los Angeles Regional Interoperability Communication System (LA-RICS) in 2021-2022. Once this transition process is completed, it will provide communication compatibility between city partners such as the Sheriff's Department, Fire Department and CSU Dominguez Hills.

City Council funded the purchase of 10 NX 5800K and 110 NX 5300K2 radios on June 1, 2021. This project funds the remaining phase of radio programming and additional equipment to enable the transition to LA-RICS as well as a five-year maintenance contract.

In July 2021, the City issued a Request for Proposals (RFP) for a Safety Interoperability Radio Solution, Carson City Hall Bi-Directional Amplifier Project and a 5-year maintenance services agreement for associated radio equipment. The Safety Interoperability Radio Solution included radio equipment for Carson's primary Emergency Operations Center (EOC) at City Hall and the alternate EOC at the Corporate Yard as well as programming and installation services for radios purchased during Phase 1. The Bi-Directional Amplifier Project includes equipment and installation to ensure radio coverage throughout City Hall especially in basement locations for Public Safety personnel. The 5-year maintenance services agreements cover all equipment being utilized for the Carson Public Safety Radio System.

The proposals were evaluated based on four factors: compliance with proposal requirements, qualification and experience, cost and client reference list/past performance.

The City received one proposal from MCIS Inc. that received an average rating of 87.7 from the RFP evaluation panel. The vendor indicated experience with the LA-RICS and a client reference list which includes the County of Los Angeles, the Los Angeles Dodgers and Tustin Unified School District.

On October 5, 2021, the City Council awarded a five-year (5) service contract to Mission Critical Information Systems Inc. (MCIS) for the programming, installation, and maintenance of the Public Safety Radio System. The total compensation for this contract was set at an amount not to exceed $219,934.54.

The COVID-19 pandemic caused significant disruptions in supply chains, leading to computer chip shortages and resulting in delays of up to 20 months in receiving essential radios and other components under the MCIS-City of Carson contract. These delays have impacted various operational processes, necessitating a request for the first-year service contract payment to be processed much later than originally anticipated. Additionally, these shortages have affected the timely delivery of city vehicles for Public Safety and other departments.

On January 21, 2025, a previous version of Amendment No. 1 was presented to and approved by the City Council. That version of Amendment No. 1 was for the addition of products and services to the Scope of Services for an additional amount of $113,740.31 which therefore increased the total not to exceed contract sum to $333,674.85. However, after that amendment was approved, the vendor identified areas within the agreement that they requested be edited. As a result, that amendment was never executed.

Accordingly, staff is recommending the City Council re-approve Amendment No. 1 to the agreement which now includes the addition of the vendor's requested edits added by the City Attorney's Office. Since then, the need for additional radios and supporting equipment city-wide was identified. The total cost for the additional radios and equipment is $62,027.82. In total, staff is now seeking approval for an additional amount of $175,768.13 for the addition of products and services to the Scope of Services thereby increasing the total not to exceed contract sum to $395,702.67.

V. FISCAL IMPACT

If the City Council approves staff's recommendations, there will be no fiscal impact for FY 2024-25 as the requisite funding has been identified in the current adopted budget.

VI. EXHIBITS

1. Amendment No. 1 to contract with Mission Critical Information Systems

Attachments

MCIS Amendment No. 1(1030701.6).pdf

AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the City of Carson, a California municipal corporation ("City") and Mission Critical Information Systems Inc., a California corporation ("Consultant"), is effective as of the _____ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated April 18, 2022 ("Agreement"), whereby Consultant agreed to provide City with primary and backup Emergency Operations Center services and install mobile radios in connection with those services ("Original Scope").

B. The Contract Sum under the Agreement is $219,934.54 and the Agreement Term is set to expire April 17, 2027, five (5) years from the date of the Agreement.

C. The force majeure clause in Section 3.3 of the Agreement allows the Schedule of Performance to be extended to the extent appropriate in the event of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency.

D. Due to the COVID-19 pandemic and associated supply chain crisis and computer chip shortages, there were delays of up to 20 months in receiving radios and other components required to be furnished by Consultant under the Agreement, which caused unexpected delays in various processes including delivery of City vehicles, and led to the request for the first year's payment to be made much later than one year after commencement of the Agreement Term.

E. City and Consultant now seek to amend the Agreement to add products and services to the Scope of Services ("Additional Scope – Part 1") for an additional amount of $113,740.31 thereby increasing the total not to exceed contract sum to $333,674.85.

F. City and Consultant now seek to further amend the Agreement to add additional products to the Original Scope ("Additional Scope – Part 2") for an additional amount of $62,027.82, thereby increasing the total not to exceed Contract Sum to $395,702.67.

TERMS

1. Recitals. The Recitals set forth above are hereby incorporated into this Amendment No. 1 by this reference, as though fully set forth herein.

2. Defined Terms. All words, terms and phrases used or referenced in this

Amendment No. 1, not expressly defined in this Amendment No. 1, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is amended to read in its entirety as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses shall not exceed ***Three Hundred Ninety Five Thousand Seven Hundred Two Dollars and Sixty Seven Cents ($395,702.67)*** ~~Two Hundred Nineteen Thousand Nine Hundred Thirty Four Dollars and Fifty Four Cents ($219,934.54)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. The amount of the Contract Sum attributable to the public works component of this Agreement (Tasks 1 and 2) shall not exceed Thirty Four Thousand Two Dollars and Twenty Nine Cents ($34,002.29) ("Public Works Contract Sum"). ***The maximum compensation listed in Exhibit "C" for maintenance services may be increased each year by an amount equal to the consumer price index chosen by the City in each fiscal year ("CPI"); provided however, that any increases shall not exceed 5% of the contract amount for maintenance services.***

B. Section 7.7 (Termination Prior to Expiration of Term) of the Agreement is amended to read in its entirety as follows:

This Section shall govern any termination of this ~~Contract~~ ***Agreement*** except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this ***Agreement***~~Contract~~ at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this ***Agreement***~~Contract~~ at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated the termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. ***To align with the City's payment schedule, both parties agree to conduct an annual review of the Agreement status each April to evaluate ongoing performance and discuss any intentions regarding termination of the Agreement.***

C. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

D. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Agreement, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

7. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl;pks]

CONSULTANT:

MISSION CRITICAL INFORMATION SYSTEMS, a California limited liability company

By: MCIS INC._____
Name: Behzad Bamdad
Title: President/Secretary

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

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DESCRIPTION OF ATTACHED DOCUMENT

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NUMBER OF PAGES

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SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

TASK 1 – PUBLIC SAFETY FULL INTEROPERABLE RADIO SOLUTION REQUIREMENTS

Original Scope and Additional Scope – Part 1

A. Consultant shall develop and provide a primary and backup Emergency Operations Center full interoperable public safety radio solution for the City of Carson with patching/ access channel capabilities for nearly any desired private or public sector partner (pending their cooperation), including audio recording and dispatching. Project must include interoperability for DMR on VHF, UHF, and 8/ 900, and P25 Phase I and 11 interoperability on UHF2 and 8/ 900 and will be specifically tailored to City of Carson's unique current and future needs and industrial assets.

B. Contractor will include the installation of ***thirty eight (38)*** ~~ten (10)~~ Kenwood NX-5800K mobile radios (***10*** already in possession) in ***thirty eight (38)*** ~~ten (10)~~ vehicles along with antennas and needed parts. Solution will also include the radio template design, implementation, and programming services ***including portable batteries*** for ***two hundred two (202)*** ~~one hundred and ten (110)~~ Kenwood NX-5300K2 and ***thirty eight (38)*** ~~ten (10)~~ Kenwood NX-5800K radios (***10*** already in possession)

Additional Scope – Part 2

C. Contractor will provide additional radios and equipment in Year 2025 and Contractor will provide maintenance for the same.

DESCRIPTION OF ITEMS AND SERVICES PROVIDED

1. PRIMARY AND BACKUP EOC FULL INTEROPERABILITY SYSTEM *(Original Scope)*

No.	Qty	Description
1	4	Rohn BRM42510
2	1	Rohn Freight
3	4	Rohn BRM4PAD

4	4	Strut standoffs and misc HW
5	4	Ballast
6	4	Ballast Freight
7	1,200	LMIZ400 (incl extra line for future expansion)
8	24	Feedline Terminations
9	4	Unity 8/ 900mhz + mounting kit
10	4	Unity UHF + mounting kit
11	2	Unity VHF + mounting kit
12	2	XPR5550e VHF capable
13	2	XPR5550 UHF capable
14	2	XPR5580e 8/ 900 capable
15	2	Dell 7424 Latitude Rugged Extreme Software Licensing
16	6	Rack Trays
17	6	Rack mount radio brackets
18	2	Rack mount master power supply
19	2	Enterprise Grade Network Switch
20	2	Carpeted rugged road rack
21	2	UPS 1500
22	2	SmartPTT Plus Core
23	6	SmartPTT RG 1000e gateway SPTTRG 1000
24	4	SmartPTT APX gateway licenses DSSMRTPTTAPX
25	6	SmartPTT Control Station connection DSSMRTPTTCS
26	6	SmartPTT RG 1000e XPR cables
27	4	SmartPTT RG 1000e APX cables

28	1	SmartPTT shipping
29	6	Savi W745 long range wireless headset incl spares for sanitary purposes
30	2	iLoud Micro production grade computer speakers (pair) + professional USB DAC
31	4	Custom USB rugged foot switch for Console PTT incl spares
32	60	EOC solution design. staging, configuration, testing, onsite implementation (engineering)
33	50	EOC solution installation, two locations (2 techs)
34	40	Radio template design, EOC base heavy customization and working w/ outside agency(s) as needed (engineering)
35	24	EOC solution training, on- site, and dedicated follow LIP support (hours)

2. MOBILE RADIO (KENWOOD NX-5800K) INSTALLATION FOR *38* ~~10~~ VEHICLES

(Original Scope and Additional Scope – Part 1)

No.	Qty	Description
1	***38*** ~~10~~	Mobile vehicle antennas
2	***38*** ~~10~~	Mobile radio misc parts
3	***114*** ~~30~~	Labor (hours)
4	5	Trip Fee (per vehicle install)

3. IMPLEMENTATION SERVICES FOR MOBILE PORTABLE RADIOS

(Original Scope and Additional Scope – Part 1)

No.	Qty	Description
1	16	Radio Template Design, including a detailed assessment of any currently used primary and miscellaneous conventional channels in use, and several revisions as requested by City (hours)
2	16	Radio Programming (tech time) for ***202*** ~~110~~ Kenwood NX- 5300K2 ***38*** ~~10~~ Kenwood NX-5800K radios (hours)

4. PURCHASE OF ADDITIONAL RADIOS AND EQUIPMENT (Additional Scope – Part 2)

No.	*Qty*	*Description*
1	*30*	*Kenwood NX-5300K2 (Portables) VHF/ UHF Digital & FM Analog Portable Radios STANDARD KEY MODEL*
2	*30*	*P25 Phase 2 TDMA*
3	*30*	*KNB-L11M Li-ion 3900 mAh (High Capacity)*
4	*29*	*KMC-72W MIL-SPEC, IP54/55/67 Noise-cancelling Speaker Mic*
5	*26*	*KSC-52BK Rapid rate single unit charger*
6	*29*	*KHS-12BL 3-wire mini lapel mic w/earphone, universal connector (Black)*
7	*4*	*KSC-526K Rapid rate 6-unit charger CEC Compliant*
8	*24*	*KSC-52PAW Charger Pocket type A for KSC-526K 6-bay or as replacement pocket for KSC-526AK charger. Compatible with KNBL11M battery.*

TASK 2 - CARSON CITY HALL BI-DIRECTIONAL AMPLIFIER PROJECT REQUIREMENTS *(Original Scope)*

CITY HALL BI-DIRECTIONAL AMPLIFIER PROJECT

Contractor shall design, install, perform field adjustments, and fully test a BDA and DAS solution for the Carson City Hall basement. The BDA and DAS solution shall include 24-hour battery backup and provide the highest possible performance and interference rejection for both the current Disp 9 and LTAC 5 channels, and the entire LA- RICS South UHF Simulcast portion of the LA-RIGS radio system.

DESCRIPTION OF ITEMS AND SERVICES PROVIDED

No.	**Qty**	**Description**
1	1	Bird Signal Booster 11 + NFPA compliant BDA with 24- hour battery backup, custom designed I. 5MHz U/L and D/L filter bandwidth fo

		entire LA -RIGS South UHF Simulcast frequency range and existing Dispatch 9 and LTAC 5 analog conventional frequencies
2	1	Bird Freight
3	1	Dedicated Rooftop antenna for BDA specifically tuned for LA-RICS South UHF Simulcast UHF frequency range for best performance, and support for existing Disp 9 and LTAC 5
4	1	Rohn BRM425 10
5	1	Rohn BRM4PAD
6	1	Ballast
7	1	Ballast Freight
8	1	Rohn Freight
9	2	2 antenna dedicated DAS system specifically tuned for LA- RICS South UHF Simulcast UHF frequency range for best performance
10	2	Carson Additional mounting and installation hardware
11	1	Auxiliary Backup Power Unit
12	1	DAS and rooftop antenna lines and terminations
13	24	Installation (hours)
14	8	Design. field tuning/ calibration, final testing and inspection including measurements and full testing of backup power failover / AC failure conditions (hours)

TASK 3 - MAINTENANCE REQUIREMENTS:

A. PREVENTATIVE MAINTENANCE

Consultant to periodically inspect and test mobile radios including battery replacement, EOC systems and BDA systems and equipment covered under the contract, The test inspections shall be made every six (6) months. In cases of equipment malfunction, or suspected malfunction, test inspections shall then run from the date of check out or repair and retest. Consultant further agrees to schedule all preventative maintenance and routine work by contacting the Contract Officer/ Emergency Services Manager of the City of Carson 48-hours in advance.

B. DESCRIPTION OF ITEMS FOR MAINTENANCE AND THE NO. OF UNITS (***Original Scope, Additional Scope – Part 1, and Additional Scope – Part 2)***

No.	Qty	Description
1	2	Motorola XPR5550e VHF (EOCs)
2	2	Motorola XPR5550e UHF (EOCs)
3	2	Motorola XPR5580e 900MHz (EOCs)
4	2	Motorola APX4500 900MHz (EOCs)
5	2	Motorola APX8500 Mid Power (EOCs)
6	6	RG 1000e Rol P gateways (EOCs)
7	***38*** ~~10~~	Kenwood NX-5800K (Vehicles)
8	***202*** ~~110~~	Kenwood NX-5300K2 (Portables)
9	1	Bird Custom 1, 5MHz Filter BW BDA system in Carson City Hall Basement
10	2	Dell Latitude Rugged Extreme 7424 and associated peripherals in both EOCs (batteries excluded)
11	1	Full annual test of Bird UHF BDA performance and backup power battery health in Carson City Hall building
12	1	Full annual test of Primary EOC system,
13	1	Full annual test of Backup EOC system
14	***202*** ~~110~~	1 X 2600 or greater mAh Li ion Battery replacement for NX - 5300K2 portable radios Power Products or Kenwood Brand
15	1	lx Full BDA backup battery replacement in Carson City Hall basement for Bird UHF BDA
16	4	1 x Del I Latitude 7424 Rugged Extreme Battery Replacement (each laptop requires two batteries)
		Limitations: 5 entire housing / LCD replacements per year. Other part level repairs unlimited.
17	***30***	***Kenwood NX-5300K2 (Portables) VHF/ UHF Digital & FM Analog Portable Radios STANDARD KEY MODEL***
18	***30***	***P25 Phase 2 TDMA***
19	***30***	***KNB-L11M Li-ion 3900 mAh (High Capacity)***
20	***29***	***KMC-72W MIL-SPEC, IP54/55/67 Noise-cancelling Speaker Mic***
21	***26***	***KSC-52BK Rapid rate single unit charger***
22	***29***	***KHS-12BL 3-wire mini lapel mic w/earphone, universal connector (Black)***

22	***4***	***KSC-526K Rapid rate 6-unit charger CEC Compliant***
23	***24***	***KSC-52PAW Charger Pocket type A for KSC-526K 6-bay or as replacement pocket for KSC-526AK charger. Compatible with KNBL11M battery.***

C. REPLACEMENT PARTS AND COMPONENTS

Consultant understands the emergency nature of the systems and related equipment and therefore agrees to maintain in stock all necessary supplies and parts, or shall have access to an immediate area supply source, so that prompt replacement and repairs may be made to provide continuity of service, and shall have sufficient test and maintenance equipment to make all tuning and adjustments necessary for the effective and efficient operation of the listed systems and equipment. Only parts or components of the original manufacturer, or direct replacement parts containing not less than original identical characteristics, shall be used.

D. HOURS OF WORK

Consultant agrees to provide service both during City working hours (7:00 A.M. to 6:00 P.M., Monday through Thursday) and at such other times as required by the Contract Officer. Consultant's technician shall coordinate with the Contract Officer to schedule work at least 48 hours before actual day of maintenance service.

The following shall apply to all work schedules:

1. **24 -Hour on call service** - The EOC communication base stations and the Bi-Directional Amplifier (BDA) system will require " 24 -hr. on- call service." They shall be repaired and restored to their acceptable operation standards on an on- call basis 24 hours per day, 7-days per week, with a maximum response time by a qualified contractor technician of within two (2) hours of notification of equipment failure or service degradation.

2. **8 -Hour maintenance service** - The inspection adjustments, repairs or restoration of the portable and mobile radio equipment will require " 8 -Hour maintenance service," with such services to commence no later than the beginning of normal working hours on the next work day following notification by the City.

3. **Time and Material (T/M) maintenance** - Adjustments, repairs, and restoration of the equipment and components that require " TIM Maintenance" shall be performed during normal work hours as requested by Consultant and approved by the City' s Contract Officer at the hourly labor rate bid.

E. PLACE OF MAINTENANCE AND REPAIR

Unless specific authorization is granted by the City for repair at other locations, Consultant agrees that maintenance and repair of EOC system, BDA system, related equipment and portable communication equipment and other installed equipment shall be done at the location of the

equipment installation site. The City agrees to provide access, heat, light, and electrical power at all equipment locations. With respect to equipment located at remote sites, Consultant technicians shall first obtain keys to the appropriate site from the City' s Contract Officer at Carson City Hall, 701 E. Carson Street, Carson CA 90745, Upon completion of such work, Consultant shall lock the premises and immediately return keys to the City' s Contract Officer.

Any equipment that cannot feasibly be repaired in the installed equipment site (or at the installation site) shall be signed out and signed back in by the Contract Officer. Additionally, Consultant agrees to provide the City a receipt for all equipment to be moved to Consultant's shop. The said receipt shall indicate the date equipment is removed, description and serial number of the equipment, and signature of Consultant’s representative removing the equipment. The return and/ or reinstallation of all equipment shall be scheduled with the Contract Officer, 24 hours before actual return, who will sign the equipment back at City' s location.

Consultant agrees as part of the regular service, to temporarily replace the defective equipment with a City -owned spare, if available. Consultant shop repairs shall be made within a reasonable time in accordance with normal trade practices. The City may deduct from the monthly bill, the fixed rate fee for any equipment that has been removed from service and not repaired and returned within 30 days. Upon repair and return of the original equipment Consultant agrees to remove and return the spare unit to its normal storage.

F. CARE AND CUSTODY OF EQUIPMENT

Consultant agrees to the following:

a. Accept full responsibility for the security against loss or damage to any and all City equipment while in Consultant' s possession. All lost and damaged equipment shall be replaced by the Consultant with comparable and new equipment at the Consultant’s expense.

b. Report such damage or loss promptly to the City.

c. Reimburse the City for any such loss or damaged equipment.

d. The City shall not be held responsible for any of the Consultant' s equipment left onCity premises.

G. SERVICE TICKETS

At the time any equipment is serviced, the Consultant agrees to provide the Contract Officer with a service ticket for signature and copy retention. The ticket shall indicate the date, description and serial number of the equipment serviced, and the material, parts, and supplies furnished. If the City is to be charged for labor, material, parts and supplies outside the terms of this Agreement, all charges including labor to the nearest 1 hour and materials provided are to be clearly shown on the service ticket.

H. MAINTENANCE OF SERVICE RECORDS

Consultant agrees to maintain all records pertinent to service and maintenance performed on all equipment as may be required to comply with Federal Communications Commission Rules and Regulations.

I. CONTRACTOR'S CERTIFICATION

On a semi- annual basis, Consultant will provide the, City with a written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations as required.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Handheld and mobile radio operations manual/ guide

B. BDA operations manual/ guide

C. EOC station operations manual/ guide

D. Written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations (semi- annual)

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Equipment maintenance report - semi-annual

B. Testing and maintenance schedule - annual

C. Any oral reports as requested by Contract Officer

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Behzad Bamdad

B. John Carr

C. Yoram Israel

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	***SUBTOTAL***
Task 1 – Public Safety Interoperability Radio Solution	~~$101,997.43~~ ***X***	~~X~~ ***$103,542.29***	~~X~~ ***$10,974.57***	X ***$57.492.50****	X	***$172,009.36***
Task 2 – Carson City Hall Bi-Directional Amplifier Project	~~$31,527.75~~ ***$39,638.62***	X	X	X	**X**	***$39,638.62***
Task 3 – Maintenance services	~~$15,910.00~~ ***X***	$15,910.00	~~$15,910.00~~ ***$34,395.60***	~~$15,910.00~~ ***$36,115.38***	~~$15,910.00~~ ***$37,921.15***	***$124,342.13***
SUBTOTAL	~~$149,435.18~~	~~$15,910.00~~	~~$15,910.00~~	~~$15,910.00~~	~~$15,910.00~~	~~***$213,075.18***~~ ***$335,990.11***

*****Purchase of additional radios & equipment for Year 2025***

Task 1~~, Year 1~~ sales tax: ***$5,675.98 (Additional Scope – Part 1) + $4,535.32 (Additional Scope – Part 2) = 10,211.30*** ~~$4,384.82~~

Task 2~~, Year 1~~ sales tax: ***$3,501.26*** ~~$2,474.54~~

Task 3~~, Years 1-3~~ sales tax: $0.00

SUB*TOTAL:** ***$13,712.56

Installation for remaining vehicles which number 23 as of date of Amendment 1 ***$46,000.00****

****Cost is an amount not to exceed $2,000 per vehicle***

GRAND TOTAL: ~~**$219,934.54**~~ ***$395,702.67***

Supplemental Services	Hourly Rate	Annual Maximum				
24 hour emergency call rate	$ 250.00	$0.00	$0.00	$0.00	$0.00	$0.00
Non-Emergency repair per visit during City observed holidays	$ 200.00	$0.00	$0.00	$0.00	$0.00	$0.00
Estimated Yearly allowance for parts/materials	$ 0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Annual Not-to-Exceed Amount		**$** 0.00	**$** 0.00	**$** 0.00	**$** 0.00	**$** 0.00

A more detailed breakdown follows where the annual service amount is $34,395.60 (Additional Scope – Part 1):

	QTY	*RATE*	*AMOUNT*
Motorola XPR5550e VHF (EOCs)	2	0.00	0.00
Motorola XPR5550e UHF (EOCs)	2	0.00	0.00
Motorola XPR5580e 900MHz (EOCs)	2	0.00	0.00
Motorola APX4500 900MHz (EOCs)	2	0.00	0.00
Motorola APX4500 7/800MHz (EOCs)	4	0.00	0.00
Motorola APX4500 UHFR2 (EOCs)	2	0.00	0.00
Motorola APX8500 Mid Power (EOCs)	2	0.00	0.00
RG1000e RoIP gateways (EOCs)	6	0.00	0.00
Kenwood NX-5800K (Vehicles)	38	0.00	0.00
Kenwood NX-5300K2 (Portables)	202	0.00	0.00
Bird Custom 1.5MHz Filter BW BDA system in Carson City Hall Basement	1	0.00	0.00
Dell Latitude Rugged Extreme 7424 and associated peripherals in both EOCs (batteries excluded)	2	0.00	0.00
Full annual test of Bird UHF BDA performance and backup power failover / battery health in Carson City Hall building	1	0.00	0.00
Full annual test of Primary EOC system	1	0.00	0.00
Full annual test of Backup EOC system	1	0.00	0.00

will use high capacity Li Ion for battery replacement for NX-5300K2 portable radios as needed, Power Products or Kenwood brand, when charge capacity drops below 80%.	202	0.00	0.00
1x Full BDA backup battery replacement in Carson City Hall basement for Bird UHF BDA system	1	0.00	0.00
1x Dell PowerEdge R640 full coverage including main chassis/board, power supply failure, drive failure etc	1	0.00	0.00
1x Dell Latitude 7424 Rugged Extreme Battery Replacement (each laptop requires two batteries)	4	0.00	0.00
Limitations: 5 entire housing / LCD replacements for portable radios per year. Other part-level repairs unlimited.			
Please Note, this estimate can vary up to 5% depending on inflation rates. This estimate will be revisited every year and the final price will be adjusted accordingly.			

Purchase of Radios & Equipment in Year 2025
(Additional Scope – Part 2)

DESCRIPTION	QTY	RATE	AMOUNT
Kenwood NX-5300K2 (Portables) VHF/ UHF Digital & FM Analog Portable Radios STANDARD KEY MODEL	30	804.33	24,129.90T
P25 Phase 2 TDMA	30	475.00	14,250.00
KNB-L11M Li-ion 3900 mAh (High Capacity)	30	171.20	5,136.00T
KMC-72W MIL-SPEC, IP54/55/67 Noise-cancelling Speaker Mic	29	103.00	2,987.00T
KSC-52BK Rapid rate single unit charger	26	78.40	2,038.40T
KHS-12BL 3-wire mini lapel mic w/earphone, universal connector (Black)	29	205.00	5,945.00T
KSC-526K Rapid rate 6-unit charger CEC Compliant	4	694.30	2,777.20T
KSC-52PAW Charger Pocket type A for KSC-526K 6-bay or as replacement pocket for KSC-526AK charger. Compatible with KNBL11M battery.	24	7.50	180.00T
Shipping	1	49.00	49.00
	SUBTOTAL		57,492.50
	TAX		4,535.32
	TOTAL		**$62,027.82**

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$395,702.67* ~~$219,934.54~~ as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		Performance Period
A.	**Task 1**	Years ***2-3*** ~~1~~
B.	**Task 2**	Year ***1*** ~~2~~
C.	**Task 3**	Years ***2-5*** ~~1–5~~

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Handheld and mobile radio operations manual/guide

B. BDA operations manual/guide

C. EOC station operations manual/guide

D. Written certification that all equipment has been regularly maintained in accordance with the standards of equipment manufacturer and FCC rules and regulations (semi-annual)

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

Subject: CONSIDER APPROVAL OF A PURCHASE ORDER TO PB LOADER CORPORATION, FRESNO, CA, FOR THE PURCHASE OF TWO NEW ELECTRIC POWERED 2024 FORD F-150 LIGHTNING PICK-UP TRUCKS FOR THE PUBLIC SAFETY DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department, in conjunction with the Public Safety & Emergency Management Department, is seeking approval to purchase two new electric Ford F-150 Lightning pick-up trucks. In recent years, Carson has experienced an increase in demand for public services, expanding our workforce. As a result, our current fleet of vehicles has become insufficient to meet the growing needs of our residents. The proposed new pick-up trucks will be assigned and designated to the areas of need within the Public Safety & Emergency Management Department. Integrating electric vehicles into the fleet demonstrates the department's commitment to modernization and innovation, setting a positive example for the community and encouraging the adoption of sustainable practices. In general, investing in an electric pickup truck not only fulfills the department's operational needs but also promotes environmental stewardship.

The Purchasing Manager has waived the bidding requirements and requirement to enter into a contract, as permitted under the Carson Municipal Code Section 2611(g) and Section 2606(b)(1)(ii) (Exhibit 2).

II. RECOMMENDATION

AUTHORIZE the Purchasing Manager to issue a Purchase Order in the amount not to exceed $154,884.17 for the purchase of two new electric powered 2024 Ford F-150 Lightning Pick-Up Trucks (Exhibit 1).

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, and consistent with the requirements of the law

IV. BACKGROUND

The Public Works Department, in collaboration with Public Safety, is seeking approval to purchase two Ford Lightning EV pick-up trucks. In recent years, Carson has seen an increase in demand for public services, leading to an expansion of our workforce. Consequently, our current fleet of vehicles is insufficient to meet the growing needs of our residents.

The proposed new pickup trucks will primarily support the day-to-day operations of code enforcement and parking enforcement. They will also be used to transport license plate reading trailers to various locations throughout the city, thereby enhancing the safety of our community.

As the city continues to grow, the need for effective enforcement of municipal codes and parking regulations has increased. These trucks will enable officers to respond more efficiently to complaints, conduct routine inspections, and ensure compliance with local ordinances. Additionally, the addition of these vehicles will help reduce response times and improve service coverage.

Section 2611(g) of the City's Municipal Code ("CMC") allows the City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the participating entity or association's contract is current, the solicitation is within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing, or written justification is provided justifying use of an older solicitation. The City Council has made a determination that the benefits to the City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

Sourcewell is a cooperative purchasing agency established to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. Through solicitations, Sourcewell contracts bring considerable value and efficiencies to members through nationally leveraged contracted suppliers with access to the highest quality products and brands. Sourcewell contract purchasing solutions are reviewed by the Sourcewell Board of Directors and awarded on the members' behalf. The City of Carson (ID# 38521) is a member of Sourcewell.

The Public Works Fleet Maintenance Division is responsible for the upkeep and repair of the City's fleet, consisting of 250 vehicles and equipment. They also develop specifications for new vehicle and equipment requests. Although the initial cost of purchasing electric vehicles may be higher than that of conventional vehicles, the long-term operational and maintenance costs are significantly lower. This is because electric vehicles have fewer moving parts, resulting in reduced maintenance and repair expenses. Additionally, the cost of charging these vehicles tends to be less expensive than gasoline or diesel, leading to substantial savings in fuel costs for the City. By investing in electric vehicles now, the City can benefit from significant cost savings over the lifespan of these vehicles.

PB Loader Corporation is a member of the Sourcewell cooperative purchasing agency and Contract #080521-PBL will be used for this Purchase (Exhibit 3). The total amount for the electric F-150 Lightning trucks is $154,884.17.

The City's Purchasing Manager has waived the formal bidding process for purchase of the vehicles as permitted under Section 2611(g) of the CMC (Exhibit 2). Finally, it should also be noted that Section 2606(b)(1)(ii) of the CMC requires the City to enter into a contract for purchases of any personal property, including materials, supplies and equipment, of $75,000 or more over a fiscal year, unless the Purchasing Manager waives this requirement. The Purchasing Manager has waived such contract requirement for purchase of the electric F-150 Lightning pick-up trucks (Exhibit 2).

V. FISCAL IMPACT

No fiscal impact. The funding needed for this Purchase Order for $154,884.17 will come from General Fund account numbers 101-55-592-158-8003 and 262-55-593-157-8003.

VI. EXHIBITS

1. Quotation/Equipment Specifications from PB Loader Corporation
2. Purchasing Waiver
3. Sourcewell Contract

Attachments

1. Quotation & Equipment Specifications from PB Loader Corporation.pdf
2. Purchasing Waiver.pdf
3. PB Loader Sourcewell Contract 080521.pdf

EXHIBIT NO. 1

QUOTATION
NO. 12648R1

CUSTOMER: CITY OF CARSON - PUBLIC WORKS
18620 S. BROADWAY
CARSON, CA 90248
ATTENTION: FREDDY LOZA - PUBLIC WORKS SUPERINTENDENT

DATE: 5/29/2025
TERMS: NET 30

SOURCEWELL MEMBER ACCOUNT # 38521

PROJECT: FORD F-150 LIGHTNING AWD SUPERCREW TRUCK

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 080521-PBL **SOURCEWELL CONTRACT MARKET PRICES**		
		NON-LISTED FORD LIGHTNING CHASSIS AT MARKET PRICE		
1		2024 F-150 LIGHTNING AWD SUPER CREW CAB 5.5' BOX 145" WB PRO (W1B) ALL ELECTRIC CHASSIS WITH: - 8,550 LB. GVWR / 15,000 GCWR - 580 HP ELECTRIC DUAL EMOTOR W/ EXTENDED RANGE BATTERY - SINGLE SPEED TRANSMISSON - 275/65R 18 ALL TERRAIN TIRES - 18" MACHINED WHEELS WITH BLACK HIGH GLOSS POCKETS - HEATED VINYL BUCKET FRONT SEATS, INDLUDES 2-WAY MANUAL DRIVER/PASSENGER WITH FLOW-THROUGH CONSOLE AND FLOOR SHIFTER - FM STEREO RADIO WITH 6-SPEAKERS - SYNC 4 WITH ENHANCED VOICE RECOGNITION - 9.6 KW PRO POWER ONBOARD - MEDIUM DARK SLATE INTERIOR - OXFORD WHITE EXTERIOR		$70,077.00
		SUBTOTAL:		$70,077.00
		SALES TAX (10.50%):		$7,358.09
		TIRE RECYCILNG FEE:		$7.00
		TOTAL FOR ONE (1) UNIT:		$77,442.09
		TOTAL FOR TWO (2) UNITS:		$154,884.17

NOTES:
1. CHASSIS PRICE SUBJECT TO MODEL YEAR SURCHARGES.

2. PRICE INCLDES DELIVERY AND DMV LICENSING.

3. SEE SPECIFICATONS FOR FULL BUILD DETAILS.

Delivery times are approximate.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

EXHIBIT NO. 2

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

- [x] Formal Bidding (Section 2611])
- [x] Written Contract (Section 2605(1)(iii))

Waiver is being recommended pursuant to the following exception as identified in CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: Sourcewell
Vendor: PB Loader Corporation
Contract #: 080521-PBL
Solicitation #: 080521
Contract Effective Date: 10/05/21
Contract Expiration: 10/11/2025

Specify the purchase details:

Amount: $154,884.17
Vendor: PB Loader Corporation

Written justification/description of purchase:

Purchase of two 2024 Ford F-150 Lightning Chassis per quote #12648R1.

**Attach all relative documentation including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, master contract agreement, etc.*

Authorized Department Staff:

Signature: [signature]

Date: 6/10/2025

Name/Title: Public Works Superintendent

Purchasing:

[signature]

07/09/2025

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EXHIBIT NO. 3

080521-PBL

Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

DocuSigned by:
By: Jason Thompson
DE94D6F54AC44A1...
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT

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RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
5	Proposer website address (or addresses):	www.pbloader.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.	*

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.	*
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.	*
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
County of San Diego	Jim Whitlock	619-709-2171	*
County of Fresno	Mike Downing	559-600-7528	
City of Tucson	Jerry Robles	520-837-6602	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990	*
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364	*
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946	*
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900	*
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.	*
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck under
- Dump Through

Palfinger Lift Gates
- Cantilever
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
- Under deck rotary screw compressors from 60 to 185 CFM
- Hydraulic driven compressors from 30 to 85 CFM
- Engine driven compressors from 30 to 85 CFM
- All-In-One systems combines air, electric generators, welder, and hydraulic into one unit

Sullivan-Palletek
- Above deck skid mount, engine driven, 185 CFM

Other brands
- Small engine reciprocating compressor
- Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
- Hydraulic

Folding, compact
- Outriggers

Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH CS & ASSOCIATES, INC TO PROVIDE ON-CALL PROFESSIONAL LABOR COMPLIANCE SERVICES FOR VARIOUS NEEDS TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Engineering Division of the Public Works Department is responsible for the design and construction of a number of projects including several that are grant funded. In consideration of the limited internal staff resources and the significant number of infrastructure projects currently underway, securing on-call labor compliance services is essential in ensuring that the City complies with its Project Labor Agreement (PLA) as well as requirements of other agencies such as the Federal Highway Administration, Caltrans, and the Department of Industrial Relations (DIR). At its September 2022 Council meeting, the City Council approved a three-year contract for a not-to-exceed contract sum of $300,000 with CS & Associates, Inc. (CS & Associates) to provide on-call professional labor compliance services, with one optional one (1) year extension period for an additional $100,000 at City's election.

The initial contract with CS & Associates was established based on estimated needs at that time. However, due to the increasing number of capital projects programmed for the next fiscal years and other miscellaneous and related projects, the continuous and increased need for the services of the on-call compliance was determined to be necessary.

It is requested that the City Council approve Amendment No. 1 to the Contract Services Agreement with CS & Associates to provide on-call professional labor compliance services, by extending the term of the contract by one (1) additional year and increasing the contract by $100,000 for a new total not-to-exceed contract amount of $400,000.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Contract Services Agreement with CS & Associates, Inc. for on-call professional labor compliance services extending the term by one (1) year and increasing the contract sum by $100,000 for a total not-to-exceed contract sum of $400,000.00.
2. AUTHORIZE the Mayor to execute Amendment No. 1 with CS & Associates, Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1 to the Contract Services Agreement with CS & Associates, Inc.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the Law.

IV. BACKGROUND

The City retains the services of CS & Associates to provide professional labor compliance services to ensure compliance with the City's Project Labor Agreement (PLA) for various Capital Improvement Program (CIP) projects. CS & Associates is responsible for administering and overseeing the projects subject to PLA to ensure compliance by its contractor(s), subcontractors, and others. Proper administration of the PLA is necessary to ensure City projects comply with the PLA and other requirements from other agencies without labor disruption such as strike, lockout, or slowdowns.

The Public Works Department released a Request for Proposals (RFP) 22-020 to engage on-call labor compliance consulting firms qualified to provide professional services for various City capital projects. At its September 2022 Council meeting, the City Council approved a three-year contract for a not-to-exceed contract sum of $300,000 with CS & Associates to provide on-call professional labor compliance services with one optional one (1) year extension period for an additional $100,000 at City's election.

Due to the increased number of CIP projects that the City is planning to implement in the upcoming fiscal year, the continued and extended services of CS & Associates have become necessary. Their support is essential to ensure the City remains in compliance with the requirements outlined in the approved PLA. As project volume grows, consistent compliance monitoring to uphold regulatory obligations associated with these projects is needed.

Staff requests the City Council approve Amendment No. 1 to the Contract Services Agreement with CS & Associates to provide on-call professional labor compliance services, extending the term by one (1) year, increasing the contract sum by $100,000 for a new total not-to-exceed contract sum of $400,000.

V. FISCAL IMPACT

If the proposed amendment is approved, the CS & Associates, Inc. contract will be increased by an additional $100,000.00 for a new total not-to-exceed contract amount of $400,000.00.

Of the requested amendment, $24,470.00 will utilize funds currently allocated in the adopted FY 24/25 budget as follows:

- 101-55-593-138-6004 $10,000.00
- 101-99-999-904-6004 $14,470.00

The remaining requested funds will be allocated accordingly in the FY 25/26 budget within engineering professional services account 101-80-820-100-6004.

VI. EXHIBITS

1. CS & Associates, INC Original Contract
2. CS & Associates, INC Contract Amendment No. 1

Attachments

CS & Associates, INC Original Contract

CS & Associates, INC Contract Amendment No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CS & ASSOCIATES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CS & ASSOCIATES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and CS & ASSOCIATES, INC, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Thousand Dollars ($300,000.00) for the Term (the "Contract Sum"), and One Hundred Thousand Dollars ($100,000.00) for the Extension Term if City's option is exercised pursuant to Section 3.4, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Charla Curtis	President
(Name)	(Title)

NA

(Name) (Title)

N/A

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Eliza Jane Whitman, Public Works Director. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] *ctc*
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials ctc

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

CONSULTANT:

CS & ASSOCIATES, INC., a California corporation

By: _____
Name: Charla Curtis
Title: President

By: _____
Name:
Title:

Address: 27911 Smyth Drive
Santa Clarita, CA 91355

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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 Los Angeles)

On August 9, 2022 before me, Sarah ELizabeth Kendig, Notary Public
(insert name and title of the officer)

personally appeared Charla Curtis,
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.

SARAH ELIZABETH KENDIG
Notary Public - California
Los Angeles County
Commission # 2345075
My Comm. Expires Feb 3, 2025

Signature _____ **(Seal)**

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services on an on-call basis to ensure compliance on projects subject to the City's Project Labor Agreement (PLA), including, but not limited to:**

A. Ensure standard application and enforcement of the PLA is continuing on various capital improvement projects and promote the exchange of information between the union and contractor, facilitate pre-construction meetings, support the dispute resolution, and otherwise maximize labor harmony and stability throughout the duration of the project. Consultant shall advise both the union representative and the contractor representative as to the appropriate manner for each party's implementation of the PLA.

B. Labor Relations

1. Interpret, execute, manage, and enforce the terms and conditions of the PLA, including all amendments.

2. Schedule and conduct all pre-job meetings with contractors and subcontractors, at all tier levels.

3. Develop and utilize all pre-job work assignment documents to enhance communications and adherence to established job rules and jurisdiction, and reduce on-site disruptions and issues.

4. Manage all PLA grievance and jurisdictional procedures, and document and mediate conflicts between union representatives and contractor representatives.

5. Visit the project site to monitor PLA compliance by contractor representatives and union representatives, including adherence with the local worker hiring goals.

6. Report any problems or issues immediately to the City's Project Manager, with recommendations for resolutions.

C. Labor Compliance

1. Perform Labor Standards Compliance Monitoring duties to monitor for compliance with State of California prevailing wage requirements as required.

2. Visit the project site and interview craft workers to monitor and verify proper job classifications and wages.

3. Collect, maintain, and review weekly Certified Payroll Reports (CPR) and supporting payroll records (statements of compliance, fringe benefit statements, payroll deductions, apprentice registration, etc.) submitted by the prime contractor and all subcontractors, and meet with contractor representatives and union representatives on a regular basis to verify that these payments are made on time, thus eliminating late fees.

4. Collect Non-Performance Certified Payroll reports through substantial completion for every week in which a contractor has demobilized for a period of time resulting in no work hours.

5. Respond to prevailing wage questions, concerns or matters that may arise from union representatives, contractor representatives and construction workers, with regards to compliance and offer instruction where inadequate/incorrect documentation associated with the Project.

6. Conduct investigations on alleged contractor violations uncovered from CPR.

7. Reviews, site visits, and worker complaints.

8. Collect, review, and disperse any and all prevailing wage forms as required by the City including, but not necessarily limited to, the following:

   (a) Certificate of Understanding and Authorization

   (b) Fringe Benefit Statement of Employer Payments

   (c) Checklist of Labor Law Requirements

   (d) DAS140, Public Works Contract Award Information

   (e) DAS142, Request for Dispatch of an Apprentice

   (f) CAC-2, Training Fund Contributions

   (g) Authorization for Payroll Deductions

   (h) DIR PW Registration and DIR Upload Monitoring

D. Local Hire

1. Collaborate with the contractor and actively work to attract, recruit, and retain committed local workers on the project, and report to the City on a regular basis the results of those efforts.

2. Partner with the City of Carson Job Clearinghouse, Workforce Investment Network, local technical and vocational schools, union apprentice programs within public and private institutions, community-based organizations, and

local agencies; to secure additional support services to ensure local and disadvantaged resident participation in the project.

3. Monitor and track the contractor's use of the Craft Employee Request form, and union dispatching activities.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Periodic progress reports and other reports as specified in each Task Proposal or otherwise as requested by the Contract Officer on a task-by-task basis.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Charla Curtis, President/PLA and Labor Compliance Director

B. Patricia Chavez, PLA and Labor Compliance Officer

C. Shani Perryman, PLA and Labor Compliance Analyst

D. Harvey Kuch, PLA and Labor Compliance Site Monitor

E. Chari Curtis, PLA and Labor Compliance Technician II

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(new text is identified in ***bold italics***, deleted text in ~~strike through~~)

I. Section 3.4, Term, shall be amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding One Hundred Thousand Dollars ($100,000) for the Extension Term***."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

II. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

III. **The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $300,000.00 for the initial three-year Term of this Agreement, and $100,000.00 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
CONSULTANT'S BILLING RATES

PERSONNEL	HOURLY RATE*
PLA/Labor Compliance Coordinator/Manager	$170.00
PLA/Labor Compliance Officer	$90.00
PLA/Labor Compliance Analyst	$85.00
Field Investigator/Site Monitor	$80.00
PLA/Labor Compliance Technician	$75.00
Administrative Support/Data Entry	$55.00
*Hourly rate billed in increments of 0.1 hours.	

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform Services on an on-call basis as set forth in Exhibit A.**

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

A. Per Task Proposal

III. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

State Farm

Charles Do Agency
18 Technology, Suite 136
Irvine CA 92618

CONTACT NAME: Charles Do
PHONE (A/C, No, Ext): 949-727-8283 FAX (A/C, No):
E-MAIL ADDRESS: charles@charlesdoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA CA 91355

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	92-GA-R868-8	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/Non-owned auto	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	92-J8-V271-6	06/01/2022	06/01/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Insurance Approved
DJ
11/15/22

CITY OF CARSON
GILBERT MARQUEZ PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
CARSON CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Do

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Customer Service Team	
Preferred American Insurance P.O. Box 79498 Corona CA 92877	PHONE (A/C, No, Ext): (888) 745-0002	FAX (A/C, No): (888) 834-0006
	E-MAIL ADDRESS: customerservice@preferredamerican.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hiscox Insurance Company	10200
INSURED CS & Associates, Inc. 27911 Smyth Drive Santa Clarita CA 91355	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 E&O Certs **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability E&O			MPL1587023.22	06/01/2022	06/01/2023	Aggregate Limit	4,000,000
							Per Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson Mr. Gilbert Marquez, P.E. Principal Civil Engineer
701 E. Carson Street
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92GAR8688

Named Insured:
CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA, CA 91355-4034

Name And Address Of Additional Insured Person Or Organization:
CITY OF CARSON
MR GILBERT MARQUEZ
PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
CARSON, CA 90745-2257

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

   a. **Ongoing Operations**

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations for that additional insured; or

   b. **Products – Completed Operations**

      "Your work" performed for that additional insured and included in the "products-completed operations hazard".

   However, Paragraph **1.** above is subject to the following:

   a. The insurance afforded to the additional insured only applies to the extent permitted by law;

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

   c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

      (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

      (2) You are required by contract or agreement to provide for such additional insured.

   We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

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CONTINUED

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

   a. Required by the contract or agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph **3. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS**:

   The additional insured must:

   a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

   b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

   c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY**.

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II —LIABILITY** of Paragraph **7. Other Insurance** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

   a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

   b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 92-GA-R868-8

Named Insured:

CS & ASSOCIATES INC
27911 SMYTH DR
SANTA CLARITA CA 91355-4034

Name And Address Of Person Or Organization:

CITY OF CARSON
MR GILBERT MARQUEZ
PE PRINCIPAL CIVIL ENGINEER
701 E CARSON ST
CARSON CA 90745-2257

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

a. Your ongoing operations; or

b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
CITY OF CARSON, MR GILBERT MARQUEZ, PE PRINCIPCAL CIVIL ENGINEER 701 E CARSON ST CARSON CA 90745-2224	$5,000 x 8810

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/22
Insured CS & ASSOCIATES INC

Policy No. 92 J8V271 6 Endorsement No.
Insurance Company State Farm Fire and Casualty Company

Countersigned By _____

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and CS & ASSOCIATES, INC., a California corporation ("Consultant"), is effective as of the ___ day of _____, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to perform on-call services to ensure City's compliance with its Project Labor Agreement for a not-to-exceed Contract Sum of $300,000 over a term of three (3) years. The Agreement provides for one optional one (1) year extension period for an additional $100,000 at City's election.

B. City and Consultant now desire to amend the Agreement to extend the Term by one year, from December 31, 2025 to December 31, 2026, for an additional amount of $100,000, thereby increasing the Contract Sum from $300,000 to $400,000.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Four*** ~~Three~~ Hundred Thousand Dollars (***$400,000.00***~~$300,000.00~~) for the Term (the "Contract Sum")~~, and One Hundred Thousand Dollars ($100,000.00) for the Extension Term if City's option is exercised pursuant to Section 3.4~~, unless additional compensation is approved pursuant to Section 1.8."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not

exceeding ***four*** ~~three~~ (***4*** ~~3~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term"). ~~The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding One Hundred Thousand Dollars ($100,000) for the Extension Term.~~"

C. Section IV. of Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$400,000.00*** ~~$300,000.00~~ for the ***four*** ~~initial three~~-year Term of this Agreement~~, and $100,000.00 for the Extension Term~~, as provided in Section 2.1 of this Agreement~~., and as amended in Exhibit "B."~~"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the

signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

CS & ASSOCIATES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Administration

Subject: CONSIDER APPROVING AMENDMENT NO. 7 TO PURCHASE AGREEMENT (C-22-202) AND PURCHASE ORDER (22300822) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL OFFICE FURNITURE FOR THE CITY HALL BASEMENT AND THE PUBLIC WORKS CORPORATE YARD (CITY COUNCIL)

I. SUMMARY

On October 4, 2022, City entered into a purchase agreement with Goforth & Marti to deliver and install office furniture at City Hall. A subsequent Amendment No. 1 was entered into on June 20, 2023, for the fulfillment of various unforeseen changes to staff work areas that required modifications to the order. A second amendment was approved by City Council on September 19, 2023 to obtain furniture for the Community Center, Veterans Sports Complex, and the Clerk's Office. A third amendment was approved on January 23, 2024 to obtain furniture for the remaining offices on the second floor of City Hall supporting the City Council. A fourth amendment was approved on July 9, 2024 for furniture needed after the City's basement renovation project at City Hall for a cost of $618,134.20 and to install both solid and glass walls as part of the same project for a cost of $466,480.96 totaling $1,084,615.16, bringing the adjusted total Agreement Price to $2,841,676.18. A fifth amendment was approved on September 26, 2024 to purchase additional Goods for replacement of the counter in the City clerk's office at a cost $12,799.24, bringing the adjusted total Purchase Price to $2,854,475.42. A sixth amendment was approved on April 1, 2025 to allow City to purchase additional Goods, including desk and seating, storage, conference table, and custom gate to be used in the Mayor's office and City's Corporate Yard for a cost of $53,534.05, bringing the adjusted total Purchase Price to $2,908,009.47. Now, City and Seller seek to again amend the Agreement through this Amendment No. 7 to all City to purchase additional Goods, including workstations, seating and storage for the Public Works Administrative offices at the City's Corporate Yard and the City Hall Basement for a cost of $144,589.30, bringing the adjusted total Purchase Price to $3,052,598.70 (Exhibit 1).
Competitive bidding was not required under Carson's Municipal Code, as the city was able to utilize the competitive bidding exception under Sections 2611(g) for cooperative purchasing.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 7 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install office furniture for the City Hall Basement and the Public Works Corporation Yard for a cost of $144,589.30.
2. AUTHORIZE the Mayor to execute Amendment No. 7, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council as allowed by law.

IV. BACKGROUND

Through an existing contract and subsequent amendments in both Fiscal Years 2022-23 and 2023-24, Goforth & Marti (dba G/M Business Interiors) was solicited to provide the City a detailed quotation and design for City Hall second floor workspaces. Goforth & Marti operates under a cooperative purchasing contract that permits streamlined procurement via existing competitive bidding completed by other government agencies. By utilizing a pre-established governmental cooperative agreement with the Omnia Partners (Contract No. 2020000608), the City was able to receive a tremendous, discounted price on all furnishings and delivery/installation labor.

Section 2611(g) of the City's Municipal Code ("CMC") allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

On July 19, 2019, the City of Charlotte Department of Procurement issued RFP #296-2019-105 to establish a national cooperative contract for Furniture, Installation, and Related Products and Services. As the Principal Procurement Agency, it partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Charlotte is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners.

The City's Purchasing Manager has determined that the City of Charlotte and OMNIA Partners cooperative purchasing bidding process complies with the requirements of Section 2611(g) of the CMC and therefore waived the formal bidding process for purchase of furniture for City Hall through that program. In connection therewith, on October 4, 2022, City Council approved a purchase agreement with Goforth & Marti to purchase, deliver, and install office furniture at City Hall. Subsequent Amendment Nos. 1 through 5 were approved in the two following fiscal years, for the fulfillment of various additional staff workstations and required modifications in the Clerk's office, the Veterans Sports Complex, the Carson Events Center, and the City Hall Basement (currently under construction).

Now a seventh amendment is recommended for furniture needed in the City Hall Basement, and at the City's Corporate Yard Public Works Administration offices for a cost of $144,589.30, bringing the adjusted total Agreement Price to $3,052,598.70 (Exhibit No. 1)

The City's Purchasing Manager has determined this additional procurement from Goforth & Marti also complies with the cooperative purchasing requirements of Section 2611(g) of the CMC and therefore has again waived the formal bidding process for purchase of the desired additional furniture.

V. FISCAL IMPACT

There is no fiscal impact as sufficient funding for the proposed amendment has already been allocated in the current Fiscal Year 2024-2025 adopted budget account:

101-80-801-100-6004

VI. EXHIBITS

1. Exhibit 1 - Amendment No. 7 to GM Purchasing Agreement
2. Exhibit 2 - (Exhibit A-8 to Amendment No. 7) GM Quote 240287 (PW Corp Yard) and GM Quote 241733 (IT Basement)

Attachments

Exhibit 1_Amendment 7 GM (2012237.1).pdf

Exhibit 2_ GM Quote 240287 & 241733_City of Carson.pdf

AMENDMENT NO. 7

TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("Amendment No. 7") by and between the CITY OF CARSON, a California municipal corporation ("City") and GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors ("Seller"), is effective as of the ____ day of _____, 2025.

RECITALS

A. Section 2611(g) of the City's Municipal Code ("CMC") allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

B. The City of Charlotte, North Carolina ("Charlotte") is part of a cooperative purchasing program through which it entered into a contract with Herman Miller, Inc. referred to as CONTRACT #: 2020000622 after engaging in a proposal process in 2019 through RFP # 269-2019-105 for purchase of furniture, installation and related products and services, whereby Charlotte now receives such products and services at a greatly discounted price. Such discounted price is now being made available to the City pursuant to Charlotte's cooperative purchasing program.

C. Charlotte has designated OMNIA Partners as the administrative and marketing conduit for the distribution of CONTRACT #: 2020000622. CONTRACT #: 2020000622 provides that purchase orders and payments are to be issued directly to the local authorized Herman Miller, Inc. dealer.

D. Seller is an authorized reseller of certain Herman Miller, Inc. goods and services covered under RFP # 269-2019-105.

E. City and Seller entered into that certain Purchase Agreement dated October 4, 2022 ("Agreement") whereby Seller agreed to sell and deliver to City and City agreed to purchase from Seller, certain Herman Miller, Inc. office furniture covered under RFP # 269-2019-105 for City's use at City Hall ("Goods") for a Purchase Price not to exceed $883,209.27.

F. City and Seller entered into an amendment to the Agreement on June 20, 2023 ("Amendment No. 1") to accommodate a change order to modify certain aspects of the Goods, in particular, to change the sliding door to a swing door for card reader access, thereby increasing the Purchase Price by $18,401.19 resulting in a new Purchase Price of $901,610.46.

G. City and Seller entered into another amendment to the Agreement on September 19, 2023 ("Amendment No. 2") to allow City to purchase additional Goods to furnish: (i) City Hall at a cost of $47,733.33, (ii) Veteran's Sports Complex at a cost of $76,915.23, and (iii) the Community Center at a cost of $420,413.36, for a total additional cost of $545,061.92 bringing the adjusted total Purchase Price to $1,446,672.38.

H. City and Seller entered into another amendment to the Agreement on January 23, 2024 ("Amendment No. 3") to allow City to purchase additional Goods primarily for the 2nd floor offices of City Hall at a cost of $310,388.64, bringing the adjusted total Purchase Price to $1,757,061.02.

I. City and Seller entered into another amendment to the Agreement on July 9, 2024 ("Amendment No. 4") to allow City to purchase additional Goods in connection with City's basement renovation project at City Hall for a cost of $618,134.20 and to install both solid and glass walls as part of the same project for a cost of $466,480.96, bringing the adjusted total Purchase Price to $2,841,676.18.

J. City and Seller entered into another amendment to the Agreement on September 26, 2024 ("Amendment No. 5") to allow City to purchase additional Goods for replacement of the counter in the City Clerk's office at a cost of $12,799.24, bringing the adjusted total Purchase Price to $2,854,475.42.

K. City and Seller entered into another amendment to the Agreement on April 1, 2025 ("Amendment No. 6") to allow City to purchase additional Goods, including desk and seating, storage, conference table, and custom gate to be used in the Mayor's office and City's Corporate Yard for a cost of $53,534.05, bringing the adjusted total Purchase Price to $2,908,009.47.

L. Now, City and Seller seek to again amend the Agreement through this Amendment No. 7 to allow City to purchase additional Goods, including workstations and desks to be used at City's Corporate Yard and City Hall basement for a total not to exceed cost of $144,589.30 ($121,053.68 for Corporate Yard and $23,535.62 for City Hall basement), bringing the adjusted total Purchase Price to $3,052,598.77.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~):

A. Section 1 (Purchase and Sale of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**1. Purchase and Sale of Goods.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the furniture and related ancillary services described herein and specified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5**,** Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*****,** attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3."

B. Section 2 (Description of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**2. Description of Goods.** The Goods being sold by Seller to City consists of a multitude of furniture items, together with ancillary delivery, warranty and installation and other services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** with Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** to serve as ~~a~~ change order~~s~~ to the Goods listed in Exhibit A (all services performed under the Agreement shall hereinafter be referred to as "Services"). In performing the Services, Seller shall comply with all labor laws set out in Exhibit B, attached hereto and incorporated herein by this reference."

C. Section 3 (Purchase Price) of the Agreement is hereby amended to read in its entirety as follows:

"**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery and ancillary Services is not to exceed ***Three*** ~~Two~~ Million ***Fifty Two*** ~~Nine Hundred Eight~~ Thousand ***Five Hundred Ninety Eight*** ~~Nine~~ Dollars and ***Seventy*** ~~Forty~~ Seven Cents (***$3,052,598.77***~~$2,908,009.47~~), as provided in further detail in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5**,** Exhibit A-6**,** ~~and~~ Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9***."

D. Section 25 (Exhibit A) of the Agreement is hereby amended to read in its entirety as follows:

"**25. Exhibit A.** The Parties acknowledge and understand that Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** are strictly intended to set forth the particulars that will comprise the Goods, Services and associated pricing, and that any text contained in Exhibit A**,** Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** that may otherwise be construed to be of legal significance ("Extraneous Text") will be disregarded by the Parties. Additionally, in the event either Party or any court of competent jurisdiction takes the position that any Extraneous Text is not to be disregarded and in fact ought to be made part of this Agreement, to the extent of any conflict between this Agreement minus Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6 ~~and~~ Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** on the one hand, and Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, Exhibit A-7, ~~and~~ Exhibit A-8 ***and Exhibit A-9*** on the other hand, the former shall prevail."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 7, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3**,** Amendment No. 4, Amendment No. 5 and Amendment No. 6 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 7, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 7, Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and Amendment No. 6, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 7, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 7, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 7.

5. Authority. The persons executing this Amendment No. 7 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 7 on behalf of said party, (iii) by so executing this Amendment No. 7, such party is formally bound to the provisions of this Amendment No. 6, and (iv) the entering into this Amendment No. 7 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 7 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 7.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 7 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors

*BY:_____
Name: Laurinda P. Easley
Title: President/CEO/Secretary

*BY:_____
Name: Laurinda P. Easley
Title: President/CEO/Secretary

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRE BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 206811 FOR $883,209.27

(CITY HALL)

EXHIBIT A-1

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216401 FOR $18,401.19

(CITY HALL)

EXHIBIT A-2

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 218664 FOR $47,733.33

(CITY HALL)

EXHIBIT A-3

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216328 FOR $76,915.23

(VETERAN'S SPORTS COMPLEX)

EXHIBIT A-4

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 213153 FOR $420,413.36 AND FABRIC FINISHES

(COMMUNITY CENTER)

EXHIBIT A-5

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 222508 FOR $310,388.64

(CITY HALL)

EXHIBIT A-6

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 211023 FOR $618,134.20

SEE ATTACHED QUOTATION DATED JUNE 13, 2024 FOR $466,480.96

(CITY HALL)

EXHIBIT A-7

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 229313 FOR $12,799.24

(CITY HALL)

EXHIBIT A-8

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 230637 DATED MARCH 13, 2025 FOR $24,389.92

SEE ATTACHED QUOTATION 238638 DATED MARCH 10, 2025 FOR $29,144.13

(MAYOR'S OFFICE AND CORPORATE YARD)

EXHIBIT A-9

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 240287 FOR $121,053.68

SEE ATTACHED QUOTATION 241733 FOR $23,535.62

(CORPORATE YARD AND CITY HALL BASEMENT)

Project ID / Who & Where	Date:	Quotation
FACILITIES/CORPORATE YARD REMODEL	5/29/2025	240287

BILL TO:	11006	SHIP TO:
CITY OF CARSON 701 E CARSON ST		CARSON (S BROADWAY) CITY OF CARSON 18620 S Broadway
CARSON	CA 90745	CARSON CA 90248
DIANA GALAN	Phone: (310)847-3561 Fax:	DIANA GALAN Phone: (310)847-3561 Fax:

Product Counts:	Systems	14	Desk Units	10	Tables	0	Files	0	Chairs	0	Storage	0	Ancillary	43

GRAND TOTAL	$121,053.68

Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

PROJECT# TBD

PRODUCT TYPE: HMI CANVAS AND OE1 WORKSTATIONS, TU STORAGE, KNOLL DIVIDENDS WORKSTATIONS WITH STORAGE

WORKSTATION QTY# 14
DESKING UNITS QTY# 10

FOR: FACILITIES/CORPORATE YARD REMODEL

**********PROJECT START DATE: TBD
**********CUSTOMER MOVE-IN DATE: TBD

NO REMOVAL OF EXISTING PRODUCT

SCOPE OF WORK:

1) DESIGN SYSTEMS FURNITURE WHICH INCLUDES FIELD RESEARCH, PROGRAMMING WORKSTATIONS, MAKING COLOR SELECTIONS, PRODUCING ALL DRAWINGS, PRODUCT SPECIFICATIONS FOR REVIEW AND APPROVAL

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS: Bobbi Yount

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

2) COORDINATE AND PROJECT MANAGE ASSEMBLY OF SYSTEMS FURNITURE AND SUPPLY ELECTRICAL AND DATA INFORMATION WHERE APPLICABLE
3) G/M SERVICES QUOTED AS (04) TRIPS DURING NORMAL BUSINESS HOURS
4) COORDINATE ALL SERVICES WITH: DIANA GALAN @ 310-847-3561

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

DESIGN SERVICES BREAKDOWN
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (16) HRS @ $55/HR = $880.00

SPECIAL PROJECT MANAGEMENT BREAKDOWN
PREVAILING WAGE NON TAXABLE LABOR SERVICES: (25) HRS @ $75/HR = $1,875.00

CUSTOMER NET TOTAL: $121,053.68

LEAD TIME: 6-8 WEEKS

G/M — Quotation # 240287

BOM A	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 1	**PRIVATE OFFICES**		**65,267.00**	**65,267.00**	**24,556.27**	**24,556.27**

Description:		Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(10) EA HMI L SHAPED HEIGHT ADJUSTABLE DESKS WITH MOBILE PEDESTALS WITH CUSHION TOPS (01) EA HMI CANVAS PANEL SEPARATION		**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 115

BOM B	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 1	**WORKSTATIONS**		**239,447.00**	**239,447.00**	**82,501.36**	**82,501.36**

Description:		Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(12) EA KNOLL DIVIDENDS L SHAPED WORKSTATIONS WITH LOWER STORAGE (01) EA HMI OE1 MICRO PACK WORKSTATIONS WITH PRIVACY SCREENS (01) EA HMI FIXED WORKSTATION, 30X84		**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 477

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

BOM C	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 0	Z G/M Services	.00	.00	.00	.00

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
****DESIGN SERVICES BREAKDOWN**** **PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (16) HRS @ $55/HR = $880** ****SPECIAL PROJECT MANAGEMENT BREAKDOWN**** **PREVAILING WAGE NON TAXABLE LABOR SERVICES: (25) HRS @ $75/HR = $1,875.00** **G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.** **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**	1,875.00	.00	.00	880.00

BOM: See Attached Bill of Materials

Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

City of Carson
Quote# 240287

Facilities/Corporate Yard Remodel
Workstations – C001A-B (Qty: 12)

Task chairs not included

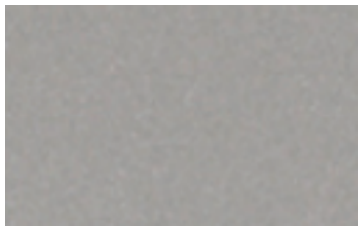
Knoll

Dividends L Shaped Height Adjustable Workstations with Lower Storage

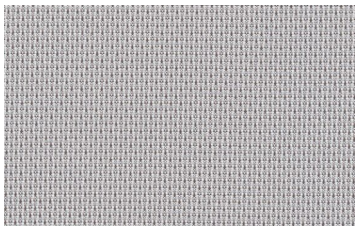
Markerboard Finish
MBW – Markerboard White

Laminate Surface Finish
142 – Grey Ash

Elevate Base Finish
Silver



Frame/Storage Finish
613 - Silver



Tile Fabric Finish
W20617 – Messa, Mica

Glass Finish
GL13 - Frosted

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 240287

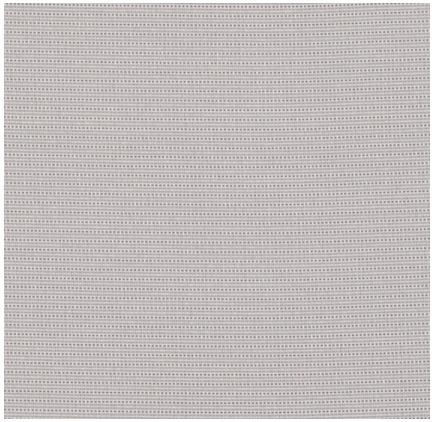
Facilities/Corporate Yard Remodel
Workstations – C001A-B (Qty: 12)

Knoll

Mobile Pedestal with Cushion Top, 20D

Paint Finish

613 - Silver



Cushion Top Fabric Finish

W159711 – Beacon, Cool Gray

Recessed Pull Finish

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 240287

Facilities/Corporate Yard Remodel
Workstations – WS1 (Qty: 04)

Task chairs not included

Herman Miller
OE1 Micro Pack Workstations With Privacy Screens

Laminate Top/Edge Finish
LBV – Warm Grey Teak

Base Finish
8Q – Folkstone Grey

Metal Screen Finish
8Q – Folkstone Grey

Fabric Screen Finish
1HS04 – Hush Greystone

Power Finish
Black

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 240287

Facilities/Corporate Yard Remodel
Workstations – WS2 (Qty: 01)

Herman Miller
Fixed Table, 30x84

Laminate Top/Edge Finish
LBV – Warm Grey Teak

Leg Finish
MS – Metallic Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 240287

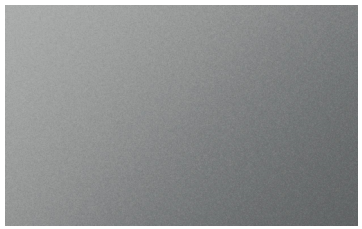
Facilities/Corporate Yard Remodel
Private Offices – PO1 (Qty:03)

Task chairs and monitor arms not included

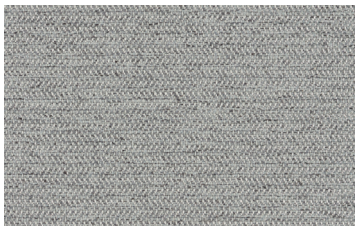
Herman Miller
Motia L Shaped Height Adjustable Desk with Mobile Pedestal with Cushion Top

Laminate Top Finish
LBV – Warm Grey Teak

Elevate Base Finish
Silver



Storage Finish
MS – Metallic Silver



Cushion Top Fabric Finish
3DE04 – Dex, Shale

Elevate Power Finish
Black

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 240287

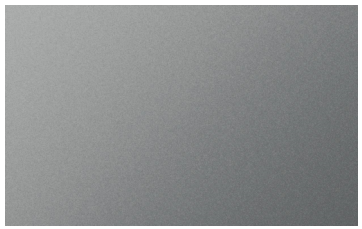
Facilities/Corporate Yard Remodel
Private Offices – PO2 (Qty:03)

Task chairs and monitor arms not included

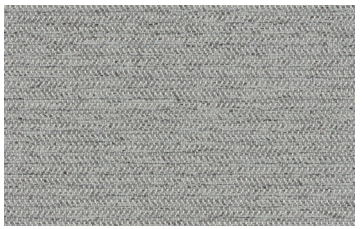
Herman Miller
Motia L Shaped Height Adjustable Desk with Mobile Pedestal with Cushion Top

Laminate Top Finish
LBV – Warm Grey Teak

Elevate Base Finish
Silver



Storage Finish
MS – Metallic Silver



Cushion Top Fabric Finish
3DE04 – Dex, Shale

Elevate Power Finish
Black

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Please initial & date here as approval

City of Carson
Quote# 240287

Facilities/Corporate Yard Remodel
Private Offices – PO3 (Qty:04)

Task chairs and monitor arms not included

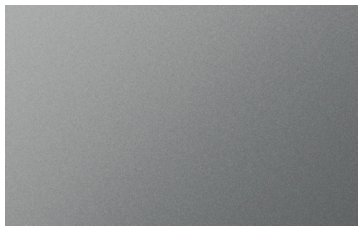
Herman Miller
Motia L Shaped Height Adjustable Desk with Mobile Pedestal with Cushion Top

Elevate Power Finish
Black

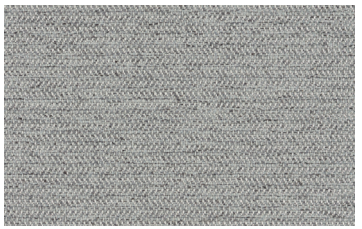
Screen Top Finish
Opal Etched

Laminate Top Finish
LBV – Warm Grey Teak

Elevate Base Finish
Silver



Storage/Frame Finish
MS – Metallic Silver



Cushion Top Fabric Finish
3DE04 – Dex, Shale

Cushion Top Fabric Finish
2I01 – Grasscloth Silver Birch

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	**$107,057.63**
Services (Taxable)	**$0.00**
Freight (Taxable)	**$0.00**
Services (Non-Taxable)	**$1,875.00**
Design Services (Non-Taxable)	**$880.00**
Taxable Subtotal:	**$107,057.63**
Non-Taxable Subtotal:	**$2,755.00**
Sales Tax (10.500%)	**$11,241.05**
Total:	**$121,053.68**

Terms:		
Net 30 Days	**100%**	**$121,053.68**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- **I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.**
- **I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.**
- **I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.**
- **I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.**
- **I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.**
- **I am aware of the grand total price of this contract as shown on this quote.**
- **G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.**
- **This quote is valid for 30 days.**

Approved by:

Signature _____ Print Name/Title _____ Date _____

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS: Bobbi Yount

800-686-6583 800-686-6583 Fax: 951-684-0837
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http://www.gmbi.net

BOM A

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:11 PM
Quote # 240287
Department: **PRIVATE OFFICES**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
ELEVATE								
1	**3**		**GMSPB**	**82.00**	**246.00**	**29.32**	**87.96**	**64.25 %**
			Elevate™ Surge Protector					
			• • Black					
		Tag: PRIVATE OFFICES						
2	**3**		**GMDPB**	**305.00**	**915.00**	**109.04**	**327.12**	**64.25 %**
			Elevate™ Desk Mount Power					
			• • Black					
		Tag: PRIVATE OFFICES						
3	**3**		**EL90TLBS**	**1,960.00**	**5,880.00**	**700.70**	**2,102.10**	**64.25 %**
			Elevate™ 90° Height Adjustable Base					
			• • Silver					
		Tag: PRIVATE OFFICES						
4	**3**		**GMSPB**	**82.00**	**246.00**	**29.32**	**87.96**	**64.25 %**
			Elevate™ Surge Protector					
			• • Black					
		Tag: PRIVATE OFFICES						
5	**3**		**GMDPB**	**305.00**	**915.00**	**109.04**	**327.12**	**64.25 %**
			Elevate™ Desk Mount Power					
			• • Black					
		Tag: PRIVATE OFFICES						
6	**3**		**EL90TLBS**	**1,960.00**	**5,880.00**	**700.70**	**2,102.10**	**64.25 %**
			Elevate™ 90° Height Adjustable Base					
			• • Silver					
		Tag: PRIVATE OFFICES						
7	**4**		**EL90TLBS**	**1,960.00**	**7,840.00**	**700.70**	**2,802.80**	**64.25 %**
			Elevate™ 90° Height Adjustable Base					
			• • Silver					
		Tag: PRIVATE OFFICES						
8	**4**		**GMSPB**	**82.00**	**328.00**	**29.32**	**117.28**	**64.25 %**
			Elevate™ Surge Protector					
			• • Black					
		Tag: PRIVATE OFFICES						
9	**4**		**GMDPB**	**305.00**	**1,220.00**	**109.04**	**436.16**	**64.25 %**
			Elevate™ Desk Mount Power					
			• • Black					
		Tag: PRIVATE OFFICES						
GMHARDWARE								

BOM A

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:11 PM
Quote # 240287
Department: **PRIVATE OFFICES**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
GMHARDWARE								
10	**1**	**(1) PER WALL STRIP WALL START OR OH**	**GMHARDWARE** **GM WALL ANCHORS**	**.00**	**.00**	**10.00**	**10.00**	**%**
			•	•				
		Tag: PRIVATE OFFICES						
HERMANMILLER								
11	**2**	**CANVAS - FIBERBOARD FILLER B/W WALL AND WALL START, CAN BE PAINT MATCHED IN THE FIELD.**	**FT920.68** **+Wall Start Filler 68H**	**252.00**	**504.00**	**79.96**	**159.92**	**68.27 %**
			•	•				
		Tag: PRIVATE OFFICES						
12	**3**		**SA938492**	**2,532.00**	**7,596.00**	**1,004.44**	**3,013.32**	**60.33 %**
			Motia Extended Corner Table Top					
			•	• Standard Product Reference:U1BK5HH2424N7248LESUDLBVLBV				
			•	• Standard Product Reference::U1BK5HH2424N7248LESUDLBVLB\				
			•	• Deviation::Leg - Width - Grain Direction				
			•	• Leg:**:No pre drilled holes				
			•	• Type:3:3 legged				
			•	• Depth:2424:24" deep left x 24" deep right (23" surface size)				
			•	• Back Corner Cut:N:no back corner cut				
			•	• Width:7272:72" Wide Left, 72" Wide right (70" x 70" surface size) - t				
			•	• Surface Material:L:high-pressure laminate top/thermoplastic edge				
			•	• Top Finish:LBV:warm grey teak				
			•	• Edge Finish:LBV:warm grey teak				
			•	• Grain Direction:**:Grain direction to run with non-seamed side.				
		Tag: PRIVATE OFFICES						
13	**3**	**M/BF**	**LW110.20BF**	**840.00**	**2,520.00**	**328.52**	**985.56**	**60.89 %**
			+Ped W-Pull,Mobile 20D B/F					
		SB	• Slides	• +full-extension ball-bearing				
		SS	• Paint/Steel Type	• +smooth paint on smooth steel				
		MS	• Surface Finish	• +metallic silver				
		KA	• Lock	• +keyed alike				
		5M	• Drawer Interior	• +pencil tray in box drawer, 2 file converters in file drawer				
		H1	• Handle	• +hand grip only				
		Tag: PRIVATE OFFICES						

BOM A

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:11 PM
Quote # 240287
Department: **PRIVATE OFFICES**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
14	**3**	**CUSH/20**	**LG890.220**	**220.00**	**660.00**	**86.04**	**258.12**	**60.89 %**
			+Pedestal Add-On Cushion Top 2H 20D					
		3DE	• Cushion Top Fal	• +dex-Pr Cat 1				
		04	• 3DE_Colors	• +dex shale				
		Tag: PRIVATE OFFICES						
15	**3**	**(1) PER TABLE**	**DU15S.D**	**176.00**	**528.00**	**66.35**	**199.05**	**62.30 %**
			@Ht-Adj Vert Cable Manager,worksurface att,electric ext range					
		MS	• Finish	• +metallic silver				
		Tag: PRIVATE OFFICES						
16	**3**		**G1331.**	**35.00**	**105.00**	**10.77**	**32.31**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: PRIVATE OFFICES						
17	**2**		**232092-229**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
18	**2**		**232092-228**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
19	**2**		**232092-227**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
20	**3**		**SA938492**	**2,532.00**	**7,596.00**	**1,004.44**	**3,013.32**	**60.33 %**
			Motia Extended Corner Table Top					
			•	• Standard Product Reference:U1BK5HH2424N7248LESUDLBVLBV				
			•	• Standard Product Reference::U1BK5HH2424N7248LESUDLBVLB\				
			•	• Deviation::Leg - Width - Grain Direction				
			•	• Leg:**:No pre drilled holes				
			•	• Type:3:3 legged				
			•	• Depth:2424:24" deep left x 24" deep right (23" surface size)				
			•	• Back Corner Cut:N:no back corner cut				
			•	• Width:7272:72" Wide Left, 72" Wide right (70" x 70" surface size) - t				
			•	• Surface Material:L:high-pressure laminate top/thermoplastic edge				
			•	• Top Finish:LBV:warm grey teak				
			•	• Edge Finish:LBV:warm grey teak				
			•	• Grain Direction:**:Grain direction to run with non-seamed side.				
		Tag: PRIVATE OFFICES						

BOM A

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:11 PM
Quote # 240287
Department: **PRIVATE OFFICES**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
21	**3**	**M/BF**	**LW110.20BF**	**840.00**	**2,520.00**	**328.52**	**985.56**	**60.89 %**
			+Ped W-Pull,Mobile 20D B/F					
		SB	• Slides	• +full-extension ball-bearing				
		SS	• Paint/Steel Type	• +smooth paint on smooth steel				
		MS	• Surface Finish	• +metallic silver				
		KA	• Lock	• +keyed alike				
		5M	• Drawer Interior	• +pencil tray in box drawer, 2 file converters in file drawer				
		H1	• Handle	• +hand grip only				
		Tag: PRIVATE OFFICES						
22	**3**	**CUSH/20**	**LG890.220**	**220.00**	**660.00**	**86.04**	**258.12**	**60.89 %**
			+Pedestal Add-On Cushion Top 2H 20D					
		3DE	• Cushion Top Fal	• +dex-Pr Cat 1				
		04	• 3DE_Colors	• +dex shale				
		Tag: PRIVATE OFFICES						
23	**3**	**(1) PER TABLE**	**DU15S.D**	**176.00**	**528.00**	**66.35**	**199.05**	**62.30 %**
			@Ht-Adj Vert Cable Manager,worksurface att,electric ext range					
		MS	• Finish	• +metallic silver				
		Tag: PRIVATE OFFICES						
24	**3**		**G1331.**	**35.00**	**105.00**	**10.77**	**32.31**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: PRIVATE OFFICES						
25	**2**		**232092-232**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
26	**2**		**232092-231**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
27	**2**		**232092-230**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
28	**4**		**SA938492**	**2,532.00**	**10,128.00**	**1,004.44**	**4,017.76**	**60.33 %**
			Motia Extended Corner Table Top					
			• • Standard Product Reference:U1BK5HH2424N7248LESUDLBVLBV					
			• • Standard Product Reference::U1BK5HH2424N7248LESUDLBVLB\					
			• • Deviation::Leg - Width - Grain Direction					
			• • Leg:**:No pre drilled holes					
			• • Type:3:3 legged					
			• • Depth:2424:24" deep left x 24" deep right (23" surface size)					
			• • Back Corner Cut:N:no back corner cut					
			• • Width:7272:72" Wide Left, 72" Wide right (70" x 70" surface size) - t					
			• • Surface Material:L:high-pressure laminate top/thermoplastic edge					
			• • Top Finish:LBV:warm grey teak					
			• • Edge Finish:LBV:warm grey teak					
			• • Grain Direction:**:Grain direction to run with non-seamed side.					
		Tag: PRIVATE OFFICES						
29	**4**	**M/BF**	**LW110.20BF**	**840.00**	**3,360.00**	**328.52**	**1,314.08**	**60.89 %**
			+Ped W-Pull,Mobile 20D B/F					
		SB	• Slides	• +full-extension ball-bearing				
		SS	• Paint/Steel Type	• +smooth paint on smooth steel				
		MS	• Surface Finish	• +metallic silver				
		KA	• Lock	• +keyed alike				
		5M	• Drawer Interior	• +pencil tray in box drawer, 2 file converters in file drawer				
		H1	• Handle	• +hand grip only				
		Tag: PRIVATE OFFICES						
30	**4**		**FT180.4836T**	**293.00**	**1,172.00**	**92.97**	**371.88**	**68.27 %**
			+Tile,Full-Height,Tackable Fabric 48H 36W					
		MS	• Horizontal Bead	• +metallic silver				
		2I	• Fabric	• +grasscloth-Pr Cat 1				
		01	• 2I_Colors	• +grasscloth silver birch				
		Tag: PRIVATE OFFICES						
31	**4**	**CUSH/20**	**LG890.220**	**220.00**	**880.00**	**86.04**	**344.16**	**60.89 %**
			+Pedestal Add-On Cushion Top 2H 20D					
		3DE	• Cushion Top Fal	• +dex-Pr Cat 1				
		04	• 3DE_Colors	• +dex shale				
		Tag: PRIVATE OFFICES						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
32	1	CANVAS - FIBERBOARD FILLER B/W WALL AND WALL START, CAN BE PAINT MATCHED IN THE FIELD.	FT920.68 +Wall Start Filler 68H • •	252.00	252.00	79.96	79.96	68.27 %
		Tag: PRIVATE OFFICES						
33	2	53B	FT160.53BP +Finished End,Base Cover Ptd 53H MS • Surface Finish • +metallic silver	95.00	190.00	30.14	60.28	68.27 %
		Tag: PRIVATE OFFICES						
34	1	G11/66TR	FT114.0772G5A @Frame Top Screen,Ptd Std Top Cap 2 Frm,Opal Etched 1/4 thick, 7H 72W MS • Top Cap Finish • +metallic silver	865.00	865.00	274.46	274.46	68.27 %
		Tag: PRIVATE OFFICES						
35	2	53/36N	FT110.5336N +Frame,Base Covers, no knockouts 53H 36W MS • Base Finish • +metallic silver	328.00	656.00	104.07	208.14	68.27 %
		Tag: PRIVATE OFFICES						
36	4	(1) PER TABLE	DU15S.D @Ht-Adj Vert Cable Manager,worksurface att,electric ext range MS • Finish • +metallic silver	176.00	704.00	66.35	265.40	62.30 %
		Tag: PRIVATE OFFICES						
37	4		G1331. +Cord Cleat 2/Pkg • •	35.00	140.00	10.77	43.08	69.23 %
		Tag: PRIVATE OFFICES						
38	1	(2) PER FRAME (TO GO UNDER THE GLIDE)	G1190.01 @Carpet Grippers 25/Pkg • •	82.00	82.00	25.23	25.23	69.23 %
		Tag: PRIVATE OFFICES						
39	1		FT128.53 +Connection Hardware, Frame-to-Frame 53H • •	46.00	46.00	14.60	14.60	68.27 %
		Tag: PRIVATE OFFICES						

BOM A

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REM 2:39:11 PM
Quote # 240287
Department: **PRIVATE OFFICES**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
40	**2**		**232092-236**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
41	**2**		**232092-235**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
42	**2**		**232092-234**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						
43	**2**		**232092-233**	**.00**	**.00**	**.00**	**.00**	**%**
			Lock Plug & Keys					
			•	•				
		Tag: PRIVATE OFFICES						

Product Subtotal: **$24,556.27**

BOM B

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:21 PM
Quote # 240287
Department: **WORKSTATIONS**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
ELEVATE								
1	**12**		**GMSPB**	**82.00**	**984.00**	**29.32**	**351.84**	**64.25 %**
			Elevate™ Surge Protector					
			•	• Black				
		Tag: WORKSTATIONS						
2	**1**		**GMSPB**	**82.00**	**82.00**	**29.32**	**29.32**	**64.25 %**
			Elevate™ Surge Protector					
			•	• Black				
		Tag: WORKSTATIONS						
GMHARDWARE								
3	**2**	**(1) PER WALL STRIP WALL START OR OH**	**GMHARDWARE**	**.00**	**.00**	**10.00**	**20.00**	**%**
			GM WALL ANCHORS					
			•	•				
		Tag: WORKSTATIONS						
HERMANMILLER								
4	**12**		**G1331.**	**35.00**	**420.00**	**10.77**	**129.24**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: WORKSTATIONS						
5	**1**	**23/33LS**	**HZ320S.2333L04ES**	**14,298.00**	**14,298.00**	**5,945.11**	**5,945.11**	**58.42 %**
			+OE1 Micro Pack, 4-Pack,sq-edge,23" d,33" w,high-pressure lam top/thermoplastic edge,3/4" thick,electric,surf clamp					
		SKS	• Switch Option	• +rounded simple switch				
		J	• Power Configura	• +1 simplex recptacle, 1 powered USB-A/USB-C combo				
		BK	• Power Attachme	• +black				
		LBV	• Top Finish	• +warm grey teak				
		LBV	• Edge Finish	• +warm grey teak				
		8Q	• Base Finish	• +folkstone grey				
		Tag: WORKSTATIONS						
6	**4**	**1SL**	**HZ350.1**	**470.00**	**1,880.00**	**195.43**	**781.72**	**58.42 %**
			+OE1 Micro Pack Screen Liner,liner for single micro pack or 4-pack micro pack					
		1HS	• Screen Liner Fal	• +hush-Pr Cat 4				
		04	• 1HS_Colors	• +hush greystone				
		Tag: WORKSTATIONS						
7	**4**	**14/33**	**HZ330.1433**	**708.00**	**2,832.00**	**294.39**	**1,177.56**	**58.42 %**
			+OE1 Micro Pack Privacy Screen, Single/4-Pack,14" h (from top of surf to top of screen),33" w					
		8Q	• Screen Finish	• +folkstone grey				
		Tag: WORKSTATIONS						

Account Executive: **Brian Ogden** Project Designer **Bobbi Yount**
Job Captain **Lyzette Perez**

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
8	**1**	**30/84**	**FTS10.3084LS**	**977.00**	**977.00**	**310.00**	**310.00**	**68.27 %**
			+Rect Surf,sq-edge,30" d,84" w,high-pressure lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz					
		LBV	• Top Finish	• +warm grey teak				
		LBV	• Edge Finish	• +warm grey teak				
		Tag: WORKSTATIONS						
9	**2**	**OS30**	**FV2D2.S30FR**	**509.00**	**1,018.00**	**161.51**	**323.02**	**68.27 %**
			+Square Open Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght,Rt					
		MS	• Surface Finish	• +metallic silver				
		Tag: WORKSTATIONS						
10	**2**		**G1331.**	**35.00**	**70.00**	**10.77**	**21.54**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: WORKSTATIONS						
11	**1**	**STF67**	**FV696.67**	**103.00**	**103.00**	**32.68**	**32.68**	**68.27 %**
			+Stiffener, 66 3/4W					
			•	•				
		Tag: WORKSTATIONS						
KNOLL								
12	**30**	**50/36**	**DP8CMMRR5036**	**988.00**	**29,640.00**	**319.42**	**9,582.60**	**67.67 %**
			Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 50Hx36W					
		3	• Top Cap Profile	• TOPCAP: None				
		NA	• Top Cap Finish	• no finish required				
		K	• Raceway Knock	• RACE: with Knockouts				
		(CORE)	• Base Raceway F	• Core Paints				
		613	• Base Raceway F	• RACE: Silver				
		(W2061)	• Fabric Selection	• FABRIC: Messa (Gr10)				
		W20617	• Messa Color Sel	• COL: Mica				
		Tag: WORKSTATIONS						
13	**12**	**50/30**	**DP8CMMRR5030**	**905.00**	**10,860.00**	**292.59**	**3,511.08**	**67.67 %**
			Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 50Hx30W					
		3	• Top Cap Profile	• TOPCAP: None				
		NA	• Top Cap Finish	• no finish required				
		N	• Raceway Knock	• RACE: no Knockouts				
		(CORE)	• Base Raceway F	• Core Paints				
		613	• Base Raceway F	• RACE: Silver				
		(W2061)	• Fabric Selection	• FABRIC: Messa (Gr10)				
		W20617	• Messa Color Sel	• COL: Mica				
		Tag: WORKSTATIONS						

BOM B

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:21 PM
Quote # 240287
Department: **WORKSTATIONS**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
14	**2**	**FF**	**2DSPF520FFL**	**1,402.00**	**2,804.00**	**594.45**	**1,188.90**	**57.60 %**
			Series 2 Floorstanding Pedestal, Recessed Pull, 15Wx20D, File/File, Locking					
		(CORE)	• Paint Type	• Smooth Core Paints				
		613	• Core Paint	• PAINT: Silver (CP)				
		SB	• Slide Option	• Full Extension Drawer Slides				
		1M	• Drawer Interior	• 2 file converters in each file drawer				
		KA	• Lock Type	• LOCK: Keyed alike				
		Tag: WORKSTATIONS						
15	**6**	**50/42**	**DP8CRR5042**	**555.00**	**3,330.00**	**179.43**	**1,076.58**	**67.67 %**
			Build-to-Spec Panel Frame, Topway, Fabric to Raceway Side 1 & 2, 50Hx42W					
		3	• Top Cap Profile	• TOPCAP: None				
		NA	• Top Cap Finish	• no finish required				
		K	• Raceway Knock	• RACE: with Knockouts				
		(CORE)	• Base Raceway F	• Core Paints				
		613	• Base Raceway F	• RACE: Silver				
		Tag: WORKSTATIONS						
16	**12**	**BF**	**2DSPM520BFNL**	**1,478.00**	**17,736.00**	**626.67**	**7,520.04**	**57.60 %**
			Series 2 Mobile Pedestal, Recessed Pull, 15Wx20D, Box/File, No Handle, Locking					
		(CORE)	• Paint Type	• Smooth Core Paints				
		613	• Core Paint	• PAINT: Silver (CP)				
		SB	• Slide Option	• Full Extension Drawer Slides				
		8J	• Drawer Interior	• Pencil tray in box drawer, 2 file converters in file drawer				
		KA	• Lock Type	• LOCK: Keyed alike				
		Tag: WORKSTATIONS						
17	**10**	**FF**	**2DSPF524FFL**	**1,408.00**	**14,080.00**	**596.99**	**5,969.90**	**57.60 %**
			Series 2 Floorstanding Pedestal, Recessed Pull, 15Wx24D, File/File, Locking					
		(CORE)	• Paint Type	• Smooth Core Paints				
		613	• Core Paint	• PAINT: Silver (CP)				
		SB	• Slide Option	• Full Extension Drawer Slides				
		1M	• Drawer Interior	• 2 file converters in each file drawer				
		KA	• Lock Type	• LOCK: Keyed alike				
		Tag: WORKSTATIONS						

BOM B

CITY OF CARSON 5/28/2025
FACILITIES/CORPORATE YARD REN 2:39:21 PM
Quote # 240287
Department: **WORKSTATIONS**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
18	**12**	**4524**	**D1R4524N**	**477.00**	**5,724.00**	**154.21**	**1,850.52**	**67.67 %**
			Worksurface, Rectangular + Post, 45Wx24D, no grommet					
		(CORE)	• Surface Finish T	• Core Laminates				
		142	• Laminate Finish	• LAM: Grey Ash				
		(CORE)	• Edgeband Finish	• Core Edgebands				
		142	• Edgeband Finish	• EDGE: Grey Ash				
		Tag: WORKSTATIONS						
19	**12**	**1520**	**2DSPMC511520**	**316.00**	**3,792.00**	**133.98**	**1,607.76**	**57.60 %**
			Series 2 Mobile Pedestal Cushion, 1in Thick, 15Wx20d Ped					
		~	• Upholestry Optio	• UPH: Standard				
		(W1597)	• Textile Selection	• FABRIC: Beacon (A)				
		W159711	• Beacon Color Se	• COL: Cool Gray				
		Tag: WORKSTATIONS						
20	**12**	**7029**	**TTDR7029N**	**846.00**	**10,152.00**	**266.32**	**3,195.84**	**68.52 %**
			Tone Dividends Horizon Table Top, Rectangular, 70W x 29D x 1-1/4H, no grommet					
		(CORE)	• Surface Finish T	• Core Laminates				
		142	• Laminate Finish	• LAM: Grey Ash				
		142	• Edgeband Finish	• EDGE: Grey Ash				
		Tag: WORKSTATIONS						
21	**12**		**DP1SO2842**	**267.00**	**3,204.00**	**86.32**	**1,035.84**	**67.67 %**
			Fabric Tile, 28Hx42W, for 36H Panel					
		(W2061)	• Fabric Selection	• FABRIC: Messa (Gr10)				
		W20617	• Messa Color Sel	• COL: Mica				
		Tag: WORKSTATIONS						
22	**6**	**G7/78S**	**DP1AU0778CG**	**1,156.00**	**6,936.00**	**373.73**	**2,242.38**	**67.67 %**
			Frameless Add Up, Glass, 7Hx78W, Topway					
		613	• Frame Finish	• FRAME: Silver				
		GL13	• Glass Type	• GLASS: Frosted				
		Tag: WORKSTATIONS						
23	**12**	**G7/72S**	**DP1AU0772CG**	**1,069.00**	**12,828.00**	**345.61**	**4,147.32**	**67.67 %**
			Frameless Add Up, Glass, 7Hx72W, Topway					
		613	• Frame Finish	• FRAME: Silver				
		GL13	• Glass Type	• GLASS: Frosted				
		Tag: WORKSTATIONS						
24	**12**	**G7/30S**	**DP1AU0730CG**	**553.00**	**6,636.00**	**178.78**	**2,145.36**	**67.67 %**
			Frameless Add Up, Glass, 7Hx30W, Topway					
		613	• Frame Finish	• FRAME: Silver				
		GL13	• Glass Type	• GLASS: Frosted				
		Tag: WORKSTATIONS						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
25	**12**	**BC-EMX**	**TBCEXAM28G**	**4,845.00**	**58,140.00**	**1,525.21**	**18,302.52**	**68.52 %**
			Tone Electric Extended Height Adjustable C-Leg Table Base with Adjustable Crossbar, Medium 41-3/4W to 69-1/4W x 28D, with glides (for use with 42W to 78W x 30D nominal top)					
		S	• Electric Switch S	• SWITCH: Standard				
		613	• Paint Finish	• PAINT: Silver (smooth) (CP)				
		Tag: WORKSTATIONS						
26	**4**	**50**	**DP8CPA5045**	**274.00**	**1,096.00**	**88.58**	**354.32**	**67.67 %**
			Four Way Post Assembly "X", 50H, Horizon, metal flat, Top Way					
		613	• Paint Finish	• PAINT: Silver				
		Tag: WORKSTATIONS						
27	**2**	**50**	**DP8CPA5035**	**291.00**	**582.00**	**94.08**	**188.16**	**67.67 %**
			Three Way Post Assembly "T", 50H, Horizon, metal flat, Top Way					
		613	• Paint Finish	• PAINT: Silver				
		Tag: WORKSTATIONS						
28	**12**	**50**	**DP8CPA5025**	**286.00**	**3,432.00**	**92.46**	**1,109.52**	**67.67 %**
			Two Way Post Assembly "L", 50H, Horizon, metal flat, Top Way					
		613	• Paint Finish	• PAINT: Silver				
		Tag: WORKSTATIONS						
29	**12**	**50**	**DP5PE50**	**115.00**	**1,380.00**	**37.18**	**446.16**	**67.67 %**
			Panel End Assembly, 50H, metal flat					
		613	• Paint Finish	• PAINT: Silver				
		Tag: WORKSTATIONS						
30	**12**		**DP3MB11442**	**233.00**	**2,796.00**	**75.33**	**903.96**	**67.67 %**
			Markerboard Tile, 14H, (1 tile), for 42W Panel					
		MBW	• Tile Finish	• TILE: Markerboard White				
		Tag: WORKSTATIONS						
31	**12**		**DP2SOS42**	**63.00**	**756.00**	**20.37**	**244.44**	**67.67 %**
			D2 Tile Support for 42W Panel					
		NA	• D2 Tile Support	• D2: Black				
		Tag: WORKSTATIONS						
32	**6**	**DAEC**	**DP1AUECTP**	**70.00**	**420.00**	**22.63**	**135.78**	**67.67 %**
			End Cap for Frameless Add Up (package of 10)					
		613	• Paint Finish	• PAINT: Silver				
		Tag: WORKSTATIONS						
33	**18**	**2**	**DE1DR2SP**	**65.00**	**1,170.00**	**21.01**	**378.18**	**67.67 %**
			Duplex Circuit 2 - Single Pack					
		114	• Electrical Finish	• PAINT: Folkstone Grey				
		Tag: WORKSTATIONS						

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
34	**18**	**1**	**DE1DR1SP**	**65.00**	**1,170.00**	**21.01**	**378.18**	**67.67 %**
			Duplex Circuit 1 - Single Pack					
		114	• Electrical Finish • PAINT: Folkstone Grey					
		Tag: WORKSTATIONS						
35	**6**	**DB1PWSR**	**DB1PWSR**	**15.00**	**90.00**	**4.85**	**29.10**	**67.67 %**
			Panel-to-Worksurface Bracket, Right					
		613T	• Paint Finish • PAINT: Silver (Textured)					
		Tag: WORKSTATIONS						
36	**6**	**DB1PWSL**	**DB1PWSL**	**15.00**	**90.00**	**4.85**	**29.10**	**67.67 %**
			Panel-to-Worksurface Bracket, Left					
		613T	• Paint Finish • PAINT: Silver (Textured)					
		Tag: WORKSTATIONS						
37	**6**	**DB1C24R**	**DB1C24R**	**115.00**	**690.00**	**37.18**	**223.08**	**67.67 %**
			Cantilever Bracket, Right, 24"D, Single Pack					
		613T	• Paint Finish • PAINT: Silver (Textured)					
		Tag: WORKSTATIONS						
38	**6**	**DB1C24L**	**DB1C24L**	**115.00**	**690.00**	**37.18**	**223.08**	**67.67 %**
			Cantilever Bracket, Left, 24"D, Single Pack					
		613T	• Paint Finish • PAINT: Silver (Textured)					
		Tag: WORKSTATIONS						
39	**5**		**DP1CG**	**21.00**	**105.00**	**6.79**	**33.95**	**67.67 %**
			Carpet Grippers (10)					
			• •					
		Tag: WORKSTATIONS						
40	**12**		**TBVWMEX**	**44.00**	**528.00**	**14.73**	**176.76**	**66.52 %**
			Vertical Wire Manager, Extended Electric					
		613	• Paint Finish • PAINT: Silver (Smooth)					
		Tag: WORKSTATIONS						
41	**2**	**PPC**	**DP8PPC**	**30.00**	**60.00**	**9.70**	**19.40**	**67.67 %**
			Panel to Panel Connector, In Line, 10 Pack					
			• •					
		Tag: WORKSTATIONS						
42	**6**		**DP72RCT48**	**68.00**	**408.00**	**21.98**	**131.88**	**67.67 %**
			Base Raceway Cable Tray for 48W Panel, double sided					
			• •					
		Tag: WORKSTATIONS						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
43	30		DP72RCT36	59.00	1,770.00	19.07	572.10	67.67 %
			Base Raceway Cable Tray for 36W Panel, double sided					
			•	•				
		Tag: WORKSTATIONS						
44	2	WS50	DP3PWS50	181.00	362.00	58.52	117.04	67.67 %
			Panel/Screen Wall Starter, 50H					
			•	•				
		Tag: WORKSTATIONS						
45	12		DP2SOSC	.00	.00	.00	.00	67.67 %
			D2 Tile Support Mounting Brackets					
			•	•				
		Tag: WORKSTATIONS						
46	2	IN	DE18RBI56	417.00	834.00	134.82	269.64	67.67 %
			Base Power Infeed, 2+2 Shared Neutrals, 56" (reversible)					
			•	•				
		Tag: WORKSTATIONS						
47	6	PM	DE18PM42	238.00	1,428.00	76.95	461.70	67.67 %
			Power Module, 2+2 Shared Neutrals, 42"W Panel					
			•	•				
		Tag: WORKSTATIONS						
48	30	PM	DE18PM36	221.00	6,630.00	71.45	2,143.50	67.67 %
			Power Module, 2+2 Shared Neutrals, 36"W Panel					
			•	•				
		Tag: WORKSTATIONS						
49	16	CWP	DE18PCWP	132.00	2,112.00	42.68	682.88	67.67 %
			Power Connector, 2+2 Shared Neutrals, 15" with Post					
			•	•				
		Tag: WORKSTATIONS						
50	18	CNP	DE18PCNP	129.00	2,322.00	41.71	750.78	67.67 %
			Power Connector, 2+2 Shared Neutrals, 12" no Post					
			•	•				
		Tag: WORKSTATIONS						
51	12		KSPEC3MS	.00	.00		.00	.00 %
			Set of 3 cores/keys, matte silver					
			•	•				
		Tag: WORKSTATIONS						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: **$82,501.36**

Project ID / Who & Where	Date:	Quotation
BASEMENT BUDGETARY QUOTE	6/2/2025	**241733**

BILL TO:	11006	SHIP TO:
CITY OF CARSON 701 E CARSON ST CARSON CA 90745		CARSON (CARSON) CITY OF CARSON 701 E Carson St Carson CA 90745
NORA GARCIA	Phone: (310)952-1786 Fax:	NORA GARCIA Phone: (310)952-1786 Fax:

Product Counts:	Systems	3	Desk Units	0	Tables	0	Files	0	Chairs	0	Storage	0	Ancillary	0

GRAND TOTAL	$23,535.62

Product Summary / Scope of Work

~~BUDGETARY NON ORDERABLE QUOTE~~

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

QUOTE FOR: HMI SEATING, KNOLL HEIGHT ADJUSTABLE DESKS

PREVAILING WAGE

FOR: BASEMENT BUDGETARY QUOTE

LEAD TIME: 6-8 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET HMI SEATING AND KNOLL HEIGHT ADJUSTABLE DESKS IN PLACE.

3) PLEASE CONTACT NORA GARCIA TO SCHEDULE SERVICES

DESIGN SERVICES BREAKDOWN
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (10) HRS @ $55/HR = $550

Account Executive: Brian Ogden *(bogden@gmbi.net)* Project PAS:
AMA: Lyzette Perez *(LPerez@gmbi.net)*

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

ADDITIONAL/SPECIAL SERVICES (RECONFIGURE) BREAKDOWN
PREVAILING WAGE NON TAXABLE LABOR SERVICES: (10) HRS @ $49/HR = $490

SPECIAL PROJECT MANAGEMENT BREAKDOWN
PREVAILING WAGE NON TAXABLE LABOR SERVICES: (10) HRS @ $75/HR = $750

CUSTOMER NET TOTAL: $

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

G/M **Quotation # 241733**

BOM A	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 1	**BUDGETARY WORKSTATIONS**		**51,069.00**	**51,069.00**	**19,679.29**	**19,679.29**
Description:			Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(03) EA HMI AERON TASK CHAIRS, SIZE B (03) EA KNOLL HEIGHT ADJUSTABLE DESK, 24X60 WITH SCREENS AND STORAGE			**.00**	**.00**	**.00**	**.00**
BOM: See Attached Bill of Materials Piece Count: 23						

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

BOM B	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 1	**Z G/M Services**	**.00**	**.00**	**.00**	**.00**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry. **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**	**1,240.00**	**.00**	**.00**	**550.00**

BOM: See Attached Bill of Materials
Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
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http://www.gmbi.net

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	**$19,679.29**
Services (Taxable)	**$0.00**
Freight (Taxable)	**$0.00**
Services (Non-Taxable)	**$1,240.00**
Design Services (Non-Taxable)	**$550.00**
Taxable Subtotal:	**$19,679.29**
Non-Taxable Subtotal:	**$1,790.00**
Sales Tax (10.500%)	**$2,066.33**
Total:	**$23,535.62**

Terms:		
Net 30 Days	**100%**	**$23,535.62**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- **I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.**
- **I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.**
- **I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.**
- **I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.**
- **I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.**
- **I am aware of the grand total price of this contract as shown on this quote.**
- **G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.**
- **This quote is valid for 30 days.**

Approved by:

Signature _____ Print Name/Title _____ Date _____

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

BOM A

CITY OF CARSON 6/2/2025
BASEMENT BUDGETARY QUOTE 4:14:15 PM
Quote # 241733
Department: **BUDGETARY WORKSTATIONS**
PO #
Sales Order #
Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
1	**3**		**AER1B23DW**	**2,367.00**	**7,101.00**	**1,177.35**	**3,532.05**	**50.26 %**
			+Work Chair,New Aeron,B Size,Std-Hgt Range Adj,Tlt Lim and Seat Angle,Fully Adj Arms,Non-Uphst Armpads					
		ALP	• Back Support Op	• +adjustable posturefit SL				
		G1	• Frame Finish	• +graphite				
		G1	• Chassis Finish	• +graphite				
		G1	• Base Finish	• +graphite				
		C7	• Casters/Glides	• +2 1/2" caster, black yoke, hard floors or carpet				
		BK	• Armpad Finish	• +black				
		231	• 8Z Pellicle	• +8Z Pellicle-Pr Cat 1				
		03	• 231_Colors	• +8Z Pellicle graphite				
		Tag: BUDGETARY WORKSTATIONS						
2	**4**		**HZ300S.2332L04EG**	**4,091.00**	**16,364.00**	**1,701.04**	**6,804.16**	**58.42 %**
			+OE1 Micro Pack, Sng,sq-edge,23" d,32" w,high-pressure lam top/thermoplastic edge,3/4" thick,electric,grom mount					
		SKS	• Switch Option	• +rounded simple switch				
		LC	• Grommet Power	• +left cutout for grommet mount Logic Mini for Micro Packs				
		J	• Power Configura	• +1 simplex recptacle, 1 powered USB-A/USB-C combo				
		91	• Power Attachme	• +white (CP)				
		125	• Top Finish	• +natural maple (CP)				
		125	• Edge Finish	• +natural maple (CP)				
		8Q	• Base Finish	• +folkstone grey (CP)				
		Tag: BUDGETARY WORKSTATIONS						
3	**4**		**Y1118.F30T**	**805.00**	**3,220.00**	**395.82**	**1,583.28**	**50.83 %**
			@Surface-Attached Screen, Flat Edge, Privacy and Modesty (53H, 9In Below Surface), Tack Fab, 30W					
		NC	• Cable Trough	• @no cable way				
		2I	• Fabric	• +grasscloth-Pr Cat 1				
		09	• 2I_Colors	• +grasscloth steam grey				
		Tag: BUDGETARY WORKSTATIONS						
KNOLL								

BOM A

CITY OF CARSON 6/2/2025
BASEMENT BUDGETARY QUOTE 4:14:15 PM
Quote # 241733
Department: **BUDGETARY WORKSTATIONS**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
4	**3**	**C004**	**RP361R**	**2,295.00**	**6,885.00**	**741.97**	**2,225.91**	**67.67 %**
			Pedestal, Box/File, 36Wx19Dx22-3/8H, Flush Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		118	• Laminate Core F	• LAM: Bright White				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		118	• Front Laminate C	• LAM: Bright White				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: BUDGETARY WORKSTATIONS						
5	**3**	**C002**	**D1R6024N**	**617.00**	**1,851.00**	**199.48**	**598.44**	**67.67 %**
			Worksurface, Rectangular, 60Wx24D, no grommet					
		(CORE)	• Surface Finish T	• Core Laminates				
		140	• Laminate Finish	• LAM: Warm Ash (CP)				
		(CORE)	• Edgeband Finish	• Core Edgebands				
		140	• Edgeband Finish	• EDGE: Warm Ash (CP)				
		Tag: BUDGETARY WORKSTATIONS						
6	**3**	**C001**	**TBCEXAM28G**	**4,845.00**	**14,535.00**	**1,525.21**	**4,575.63**	**68.52 %**
			Tone Electric Extended Height Adjustable C-Leg Table Base with Adjustable Crossbar, Medium 41-3/4W to 69-1/4W x 28D, with glides (for use with 42W to 78W x 30D nominal top)					
		S	• Electric Switch S	• SWITCH: Standard				
		118	• Paint Finish	• PAINT: Bright White (Smooth)				
		Tag: BUDGETARY WORKSTATIONS						
7	**3**	**PO1R**	**RCOUNTWT3**	**371.00**	**1,113.00**	**119.94**	**359.82**	**67.67 %**
			Counterweight (Pkg of 3)					
			•	•				
		Tag: BUDGETARY WORKSTATIONS						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: $19,679.29

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 29.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 25-076, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET IN THE GENERAL FUND (CITY COUNCIL) CONSIDER RESOLUTION NO. 25-07-CSA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON SUCCESSOR AGENCY (SUCCESSOR AGENCY) CONSIDER RESOLUTION NO. 25-08-CHA, ADOPTING THE FISCAL YEAR 2025-2026 ANNUAL BUDGET FOR THE CARSON HOUSING AUTHORITY (HOUSING AUTHORITY) CONSIDER RESOLUTION NO. 25-077 APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026 (CITY COUNCIL), AND APPROVAL OF THE 2025-2026 SPECIAL EVENTS AND 5-YEAR CIP PLAN

I. SUMMARY

Over the past several months, the City Council has conducted two budget workshops and provided strategic direction to staff in preparation for the Fiscal Year 2025–2026 budget. A Public Hearing Notice was published on June 3, 2025 (Exhibit A), and the draft budget has been available for public review at the City Clerk's Office since that date. The accompanying resolutions are now ready for City Council consideration and adoption (Exhibits E, F, G, and H).

For the fifth consecutive year the City of Carson is positioned to adopt a structurally balanced budget in which recurring revenues meet or exceed recurring expenditures.

The Fiscal Year 2025–2026 budget reflects the City Council's adopted strategic priorities:

1. Improve quality of life (infrastructure, maintenance, beautification)
2. Prioritize economic development
3. Implement governance policies and district-related procedures
4. Promote housing development
5. Enhance public safety
6. Advance development projects offering long-term community benefits
7. Maintain high-quality City services and programs
8. Advocate for intergovernmental funding (county, state, federal)
9. Increase community outreach and access to information

Structurally Balanced Budget for Fiscal Year 2025–2026:

Adoption of the annual budget is one of the City Council's most significant responsibilities. The Fiscal Year 2025–2026 budget determines community services, staffing levels, and overall spending for the year. To ensure long-term fiscal sustainability, the proposed FY 2025–2026 budget is structurally balanced and preserves a **General Fund balance of $219.7 million** (Exhibit B).

- **Total General Fund Revenues:** $155,259,564 (Exhibit C)
- **Total General Fund Expenditures:** $154,784,978 (Exhibit D)

The expenditure figure represents an increase from the preliminary figure presented on April 15, 2025 ($154,913,583), due to updated Salary & Benefits adjustments.

Staff will continue evaluating potential long-term revenue strategies throughout FY 2025–2026 and will explore comprehensive updates to user fee policies, accounting practices, and position control mechanisms as part of ongoing financial management improvement efforts.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the Public Hearing, RECEIVE public testimony regarding the proposed Fiscal Year 2025–2026 budget, and CLOSE the Public Hearing.
2. WAIVE further reading and ADOPT Resolution No. 25-076, a resolution of the City of Carson City Council adopting the Fiscal Year 2025–2026 General Fund and Special Revenue Funds Budget (Exhibit E).
3. WAIVE further reading and ADOPT Resolution No. 25-07-CSA, a resolution of the Successor Agency Board adopting the FY 2025–2026 Budget (Exhibit F).
4. WAIVE further reading and ADOPT Resolution No. 25-08-CHA, a resolution of the Carson Housing Authority adopting the FY 2025–2026 Budget (Exhibit G).
5. WAIVE further reading and ADOPT Resolution No. 25-077, a resolution of the City Council approving the FY 2025–2026 Appropriations Limit (Exhibit H).
6. APPROVE the FY 2025–2026 Special Events Budget (Exhibit I).
7. APPROVE the FY 2025–2026 Five-Year Capital Improvement Program (CIP) Plan (Exhibit J).

III. ALTERNATIVES

DO NOT ADOPT the proposed Fiscal Year 2025–2026 budget and PROVIDE alternative direction to staff.

IV. BACKGROUND

This report presents the necessary resolutions and supporting documentation to adopt the Fiscal Year 2025–2026 City budget. Two budget workshops were held on April 15 and May 21, 2025, allowing for input and policy direction from the City Council.

Special Events – Fiscal Year 2025–2026:

Carson remains committed to delivering high-quality, inclusive special events that strengthen civic identity and regional recognition.

The proposed Special Events budget for FY 2025–2026 totals **$550,126** and includes 8 signature events (Exhibit I). No increase in allocation is recommended at this time. A Special Events Ad-Hoc Committee met to further discuss proposed budget.

Capital Improvement Program (CIP):

The proposed FY 2025–2026 – FY 2029–2030 CIP Plan (Exhibit J) supports the City Council's long-term goals by investing in infrastructure, facilities, and major capital projects.

- **FY 2025–2026 Recommended CIP Budget:** $191.3 million

- **General Fund Reserve:** $50 million
- **Other Funding Sources:** $141.3 million
  - Special Gas Tax Fund
  - Metro Measure M & R (Road Maintenance & Rehab)
  - Caltrans
  - LA County Public Works
  - Development Impact Fees
  - Air Quality and PEG fees
  - Federal, State, and regional grants
  - 2024 Lease Revenue Bonds

A total of **122 capital projects**, with a cumulative estimated cost of **$418.4 million**, are included in the Five-Year CIP.

CIP Projects Include:

Capital Projects involve the construction of new infrastructure and the rehabilitation of assets exceeding $200,000 in value, which are capitalized in the City's financial system. Estimated costs incorporate design, studies, acquisition (if needed), and all phases of construction.

Los Angeles County Sheriff Contract:

The Sheriff's contract remains a significant investment, representing approximately **17.3%** of the General Fund. A five-year agreement with the Los Angeles County Sheriff's Department was approved on June 18, 2024, covering services from July 1, 2024, through June 30, 2029.

For FY 2025–2026, the County has confirmed an increase in service costs of **$1,230,468.71**, or **4.37%**, which includes personnel costs and liability coverage adjustments.

New Proposed Classifications:

If the proposed budget is adopted, the Human Resources Department will move forward with drafting various new classifications for consideration by the affected labor unions prior to returning to City Council for formal adoption of the classifications by resolution, at a later date.

V. FISCAL IMPACT

The fiscal impact of the FY 2025–2026 budget is summarized in the attached resolutions and reflects all General Fund and Special Revenue Fund allocations necessary to implement Council priorities.

VI. EXHIBITS

1. Exhibit A - Public Hearing Notice
2. Exhibit B - General Fund Reserve
3. Exhibit C - General Fund Revenue
4. Exhibit D - General Fund Expenditures
5. Exhibit E - Budget Resolution 25-076
6. Exhibit F - Carson Successor Agency Resolution 25-07-CSA
7. Exhibit G - Carson Housing Authority Resolution 25-08-CHA
8. Exhibit H - Gann Limit Resolution 25-077
9. Exhibit I - FY 2025-2026 Special Events Budget
10. Exhibit J - FY 2025-2026 C.I.P. Plan

Attachments

Exhibit A - Public Hearing Notice
Exhibit B-General Fund Reserve
Exhibit C-General Fund Reserve
Exhibit D-General Fund Expenditure
Exhibit E - Budget Resolution 25-076
Exhibit F - Carson Successor Agency Resolution 25-07-CSA
Exhibit G - Carson Housing Authority Resolution 25-08-CHA
Exhibit H - Gann Limit Resolution 25-077
Exhibit I - FY 2025-2026 Special Events Budget
Exhibit J - FY 2025-2026 C.I.P. Plan.pdf

CITY OF CARSON
NOTICE OF PUBLIC HEARING
FISCAL YEAR 2025/26 PROPOSED CITY BUDGET

NOTICE IS HEREBY GIVEN that the City Council of the City of Carson, California, will hold a Public Hearing to consider the FY 2025/26 Proposed City Budget. The Proposed Budget will be available for the public review at least 10 days in advance of the Public Hearing and may be viewed in the City Clerk's Office at City Hall, Monday-Thursday, between 7:00 a.m. and 6:00 p.m. **A copy of the Proposed Budget is available online at 2025-2026 Budget Process (carson.ca.us)**

Written comments and questions concerning the Proposed Budget and/or Public Hearing should be directed to William Jefferson, Director of Finance at wjefferson@carsonca.gov or by telephone at (310) 830-7600 ext. 1756.

DATE: June 17, 2025

TIME: 6:00 p.m. or as soon as possible as the matter may be heard

LOCATION: Carson City Hall, Helen Kawagoe Council Chambers
701 E. Carson Street
Carson, CA 90745

PUBLIC VIEWING AVAILABLE BY:

- Livestream on the City's website: The meeting will be streamed live over the internet via: www.carsonca.gov or
- YouTube: https://www.youtube.com/@cityofcarsoncalifornia
- Cable TV: Spectrum (Channel 35) and ATT (Channel 99)

PUBLIC COMMENTS CAN BE MADE AT/VIA

- Email: Public Comments can be emailed to cityclerk@carsonca.gov. The cut-off time to receive any email communication is 3:00 p.m. on the day of the meeting.
- Written: Written comments can be dropped off at the City Clerk's Office or with the City Hall receptionist in the lobby. Written comments or any email received will not be read aloud at the Council Meeting but will be circulated to the City Council and incorporated into the record. The cut-off time to receive any written communication is 3:00 p.m. on the day of the meeting.
- Oral Communication: This portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on number of speakers. While participating, please state your name and identify the agenda item you wish to address in your comments.

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

01007.0005/773608.1

LOS ANGELES DAILY JOURNAL

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Visit us @ www.DailyJournal.com

Vicki Hernandez
CITY OF CARSON/FINANCE
701 E. CARSON ST.
CARSON, CA 90745

DJ# 3932782

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description
5.28.25 Public Hearing Notice

To the right is a copy of the notice you sent to us for publication in the LOS ANGELES DAILY JOURNAL. Thank you for using our newspaper. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

06/03/2025

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$110.00
ONLINE	$20.00
www.capublicnotices.com	$20.00
Total	$150.00

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DAILY COMMERCE, LOS ANGELES	(213) 229-5300
ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
THE DAILY RECORDER, SACRAMENTO	(916) 444-2355
THE DAILY TRANSCRIPT, SAN DIEGO	(619) 232-3486
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

CITY OF CARSON
NOTICE OF PUBLIC HEARING
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Carson, CA 90745

PUBLIC VIEWING AVAILABLE BY:
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- YouTube: https://www.youtube.com/@cityofcarsonc alifornia
- Cable TV: Spectrum (Channel 35) and ATT (Channel 99)

PUBLIC COMMENTS CAN BE MADE AT/VIA
- Email: Public Comments can be emailed to cityclerk@carsonca.gov. The cut-off time to receive any email communication is 3:00 p.m. on the day of the meeting.
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- Oral Communication: This portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on number of speakers. While participating, please state your name and identify the agenda item you wish to address in your comments.

_____

Dr. Khaleah K. Bradshaw, City Clerk
6/3/25

DJ-3932782#

A0000007114244

General Fund Balance

FY 2025/2026 Proposed Revenue Budget

Revenue Source	FY 24/25 Adopted Budget	FY 25/26 Proposed Budget	24/25 Actuals	Percent +/-
Sales Tax	39,063,239	39,149,000	26,496,800	0.2%
Property Tax	22,521,901	25,594,667	24,044,863	14%
Franchise Tax	17,780,550	21,220,000	10,988,479	19%
Transaction User Tax (Measure K)	19,505,000	19,900,000	12,030,236	2%
Utility Users Tax	10,000,000	11,500,000	9,014,213	15%
Licenses and Permits	5,747,690	9,379,185	6,800,833	63%
Oil Business Tax	6,500,000	8,600,000	23,324,102	32%
Fines and Fees	8,165,350	6,985,455	6,797,412	-14%
Leases and Rents	3,061,657	3,371,098	4,623,069	10%
Transient Occupancy Tax	2,000,000	2,500,000	1,743,926	25%
Charges for Services	1,500,740	1,525,159	1,993,352	2%
Miscellaneous	4,412,407	5,535,000	7,154,465	25%
Totals	140,258,534	155,259,564	135,011,750	11%

Actuals as of May 31st

FY 2025/2026 Proposed City Expenditure

Department	FY 24/25 Revised Budget	FY 25/26 Budget Workshop 1	FY 25/26 Proposed Budget	Department Changes	Percent +/-
City Council	1,130,043	1,242,058	924,898	-317,160	-18%
City Attorney Legal Services	3,940,000	3,900,000	3,900,000	0	-1%
City Clerk	1,783,072	1,712,550	1,712,550	0	-4%
City Treasurer	891,034	1,040,083	1,040,083	0	17%
City Manager	6,681,091	7,599,256	7,835,385	236,129	17%
I.S.P.M	3,341,649	3,869,223	3,900,723	31,500	17%
IT & Security	5,921,370	5,868,083	5,868,083	0	-1%
Public Safety	33,917,054	35,684,549	35,420,348	-264,200	4%
Finance	5,689,392	6,280,892	6,249,392	-31,500	10%
Human Resources	2,538,324	2,866,161	3,082,778	216,617	21%
Community Development	13,491,695	10,236,827	10,236,827	0	-24%
Public Works	24,860,641	33,963,936	33,963,936	0	37%
Community Services	25,725,589	26,325,594	26,325,594	0	2%
NonDepartmental	15,189,515	14,324,381	14,324,381	0	-6%
Totals	145,100,468	154,913,593	154,784,978	-128,614	7%

RESOLUTION NO. 25-076

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL ADOPTING THE FISCAL YEAR 25-26 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS

WHEREAS, the City Manager and Staff have prepared and submitted to the City Council the proposed budget for Fiscal Year 2025-26, which commences on July 1, 2025, and ends on June 30, 2026; and

WHEREAS, on April 15, 2025, and May 21, 2025, the City Council conducted budget workshops to provide an opportunity to the public to comment on the proposed budget for FY 25-26; and

WHEREAS, pursuant to Carson Municipal Code Section 2952, the City Council held a duly noticed public hearing on June 17, 2025 to consider adopting the budget for FY 25-26; and

WHEREAS, the City Council has reviewed the proposed FY 25-26 budget; and

WHEREAS, the City Council has determined it necessary for efficient management of the City to appropriate certain sums in various departments for various activities of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The General Fund budget and Special Revenue Funds budget for the City of Carson beginning July 1, 2025 and ending June 30, 2026 is hereby adopted. Said budget being the proposed budget as reviewed and amended by the City Council, a copy of which is on file in the City Clerk's Office.

Section 2. The funds are hereby appropriated to the respective accounts for expenditure in FY 25-26, as set forth in the proposed and amended budget.

Section 3. The following sums of money are hereby appropriated to the following departments of the City for expenditure during FY 25-26.

GENERAL FUND

City Council	924,898
City Attorney Legal Services	3,900,000
City Clerk	1,712,550
City Treasurer	1,040,083
City Manager	7,835,385
Innovation, Sustainability, Performance Management	3,900,723
IT & Security	5,868,083
Public Safety	35,420,348
Finance	6,249,392
Human Resources	3,082,778
Community Development	10,236,827
Public Works	33,963,936
Community Services	26,325,594
Non-Departmental	14,324,381
GENERAL FUND EXPENDITURE TOTAL	**154,784,978**

GENERAL FUND TRANSFERS TO OTHER FUNDS

To Special Events Fund	550,126

SPECIAL REVENUE FUNDS

FUND NAME	FUND NO.	AMOUNT
Beverage Container Recycling	204	23,112
State COPS Grants	209	600,000
Gas Tax	212	2,240,387
Hud Energy Resiliency	213	2,000,000
Comm Development Block Grant	215	693,996
Park Development	216	1,868,882
Proposition A	218	3,124,779
Proposition C	219	2,967,204
Federal Grants Public Works	220	11,414,058
LA County Measure A, Prop A	222	4,875,254
Air Quality	225	130,000
Load Shed Program	246	250,000
Public Educ/Govn Broadcasting - PEG	247	100,000
Fed Hwy Infrastructure Program	250	424,969
Measure R	254	9,539,180
Housing Authority	255	998,232
Measure R Highway Program	259	3,730,000
Measure R Transit Investment	260	3,250,000
Restricted Admin Tow Fees	262	135,112
Proposition 68 OGALS/Per Capita	268	13,126,131
Measure M	281	8,485,372
Measure M Subregional Program	282	5,670,550
Measure M PS&E and Construction	283	11,897,999
Coop Agreement Bond Proceeds	284	563,204
MTA Call for Projects	287	1,034,526
Road Repair Act 2017 SB1	288	6,515,964
Development Impact Fee	289	9,968,057
Community Facilities District	291	874,908
Carson Stormwater	295	3,551,000
Safe Clean Regional Stormwater	296	41,766
Reclamation Authority	578	19,654,552
Capital Asset Replacement	638	100,000
CPFA 2024 Lease Revenue Bonds	775	43,436,294
Successor Agency RPTTF	783	32,788,495

Section 4. The City Manager is hereby instructed to have copies of the adopted budget on file with the City Clerk's Office, a copy of the adopted budget posted to the City's website, and electronic copies of the adopted budget distributed to all departments, officials, and interested parties, as soon as convenient.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY25-26 budget on file, and effective as of July 1, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

_____
Mayor Lula Davis-Holmes

ATTEST:

_____
Dr. Khaleah K Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny Soltani, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-076, adopted by the City of Carson City Council at its meeting held on the 17th day of June, 2025, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 25-07-CSA

A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY ADOPTING THE FISCAL YEAR 2025-26 BUDGET

WHEREAS, the Executive Director and Staff have prepared and submitted to the Successor Agency Board the proposed budget for Fiscal Year 2025-26 (FY25-26), which commences on July 1, 2025 and ends on June 30, 2026; and

WHEREAS, the Successor Agency Board has reviewed the proposed FY25-26 budget; and

WHEREAS, the Successor Agency Board has determined it is necessary to fulfill enforceable obligations and complete any unfinished projects that were subject to legally enforceable contractual commitments; and

WHEREAS, the Successor Agency Board has determined it is necessary for efficient management of the Successor Agency to appropriate certain sums for various activities of the Successor Agency.

NOW, THEREFORE, THE BOARD OF THE SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS, EFFECTIVE JULY 1, 2025.

Section 1. The budget for the Successor Agency to the Dissolved Carson Redevelopment Agency beginning July 1, 2025 and ending June 30, 2026 is hereby adopted. Said budget being the proposed budget as reviewed by the Successor Agency Board, a copy of which is on file in the Successor Agency Secretary's Office.

Section 2. The following sums of money are hereby appropriated to the respective accounts for expenditure during FY25-26, as set forth in the proposed budget.

REDEVELOPMENT PROPERTY TAX FUND 783: EXPENDITURES	$27,317,120
REDEVELOPMENT PROPERTY TAX FUND 783: REVENUES	$27,317,120

Section 3. The Executive Director is hereby instructed to have copies of the adopted budget on file with the Successor Agency Secretary's Office, a copy of the adopted budget posted to the City of Carson website, and electronic copies of the adopted budget distributed to all departments, officials, and interested parties, as soon as convenient.

Section 4. The Successor Agency Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY25-26 budget on file, and effective as of July 1, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of June, 2025.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CARSON SUCCESSOR AGENCY:

_____
Lula Davis-Holmes, Chairperson

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Successor Agency to the Dissolved Carson Redevelopment Agency, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-07-CSA, adopted by the Successor Agency Board at its meeting held on the 17th day of June, 2025, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

RESOLUTION NO. 25-08-CHA

A RESOLUTION OF THE BOARD OF THE CARSON HOUSING AUTHORITY ADOPTING THE FISCAL YEAR 2025-26 BUDGET

WHEREAS, the Executive Director and Staff have prepared and submitted to the Carson Housing Authority Board the proposed budget for Fiscal Year 2025-26 (FY25-26), which commences on July 1, 2025 and ends on June 30, 2026; and

WHEREAS, the Carson Housing Authority Board has determined that it is necessary to provide safe, sanitary, affordable, and suitable housing units to the Carson community; and

WHEREAS, the Carson Housing Authority Board has determined it is necessary for efficient management of the Housing Authority to appropriate certain sums for various activities of the Housing Authority.

NOW, THEREFORE, THE BOARD OF THE CARSON HOUSING AUTHORITY DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS, EFFECTIVE TO JULY 1,2025.

Section 1. The budget for the Carson Housing Authority beginning July 1, 2025 and ending June 30, 2026 is hereby adopted. Said budget being the proposed budget as reviewed by the Carson Housing Authority Board, a copy of which is on file in the Authority Secretary's Office.

Section 2. The following sums of money are hereby appropriated to the respective accounts for expenditure during FY25-26, as set forth in the proposed budget.

CARSON HOUSING AUTHORITY FUND 255: EXPENDITURES	$998,232

Section 3. The Executive Director is hereby instructed to have copies of the adopted budget on file with the Authority Secretary's Office, a copy of the adopted budget posted to the City of Carson website, and electronic copies of the adopted budget distributed to all departments, officials, and interested parties, as soon as convenient.

Section 4. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY25-26 budget on file, and effective as of July 1, 2025, the same shall be in force and effect.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Authority Counsel

CARSON HOUSING AUTHORITY:

_____
Lula Davis-Holmes, Chairperson

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-08-CHA, adopted by the Carson Housing Authority Board at its meeting held on the 17th day of June, 2025, by the following vote:

AYES: AUTHORITY BOARD MEMBERS:

NOES: AUTHORITY BOARD MEMBERS:

ABSTAIN: AUTHORITY BOARD MEMBERS:

ABSENT: AUTHORITY BOARD MEMBERS:

_____
Dr. Khaleah K. Bradshaw, Secretary

RESOLUTION NO. 25-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2025-2026

WHEREAS, in November 1979, the voters of California adopted Proposition 4("Gann Amendment"), which added Article XIII B to the California Constitution; and

WHEREAS, Section 7900 of the Government Code provides for the effect and efficient implementation of Article XIII B of the California Constitution: and

WHEREAS, pursuant to Section 7910 of the Government Code, each local government must establish its appropriations limit each pursuant to Article XIII B of the California Constitution ("Gann Limits"); and

WHEREAS, in 1990, California voters adopted Proposition 111, which amended Article XIII B of the California Constitution; and

WHEREAS, Proposition 111 requires the City of Carson to select annually, by a recorded vote of the City Council of the City of Carson the growth factors to use in calculating the annual appropriations limit; and

WHEREAS, Article XIII B of the California Constitution provides that the appropriations limit for FY 2025-2026 be calculated by adjusting the appropriations limit for the FY 2024-2025 by change in the increase in California Per Capital Income (PCI) and the change in City Population; and

WHEREAS, the appropriations limit for FY 2025-2026 has been calculated by the Finance department of the City of Carson; and

WHEREAS, the City of Carson has complied with all the provisions of Article XIII B in determining the appropriations limit for FY 2025-2026.

NOW, THEREFORE, the City Council of the City of Carson, California, does hereby find, determine, order and resolve as follows, effective July 1, 2025.

Section 1. The appropriations limit for FY 2025-2026, as is hereby set at **$306,074,611** in accordance with the provisions in Article XIII B of the California Constitution, attached hereto and made a part thereof.

Section 2. The City Clerk shall certify to the adoption of this resolution and shall maintain said resolution with Attachment 1, attached hereto and made a part thereof, in the City Clerk's office for public inspections.

PASSED, APPROVED AND ADOPTED this ____day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 25-077 was passed and approved by the City Council of the City of Carson, at its meeting held on June 17, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

PROPOSED FY 2025/26 SPECIAL EVENT/FUND 244 BUDGET

Special Event	Estimated Attendance	FY 2023/24 Actuals	FY 2024/25 Actuals	FY 2024/25 Revenues	FY 2025/26 Proposed Budget (Direct Cost)	Total Indirect Cost	Event Total Cost
Jazz Festival	4,000	$87,146	$78,565	$52,835	$88,561	$19,407	$107,968
Country Western Fair	2,000	$21,577	$28,099	$2,015	$41,000	$13,712	$64,712
Winterfest	3,000	$23,450	$20,623	$0	$42,568	$4,362	$56,930
Cinco de Mayo	4,000	$48,355	$47,089	$3,339	$64,533	$18,771	$88,550
FamFest	3,000	$95,311	$75,389	$18,282	$72,105	$14,474	$86,579
Philippine Independence Day*	4,000	$81,282	$81,282	$47,531	$81,282	$23,776	$105,058
Juneteenth*	2,500	$64,496	$64,496	$3,372	$68,420	$19,020	$87,440
Samoan Heritage Day*	2,000	$105,212	$105,212	$81,443	$66,411	$14,278	$80,689
Total		**$526,829**	**$500,755**	**$208,817**	**$550,126**	**$127,800**	**$677,926**

5-Year Capital Improvement Projects

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic	$ 25,000,000	$ 12,409,061	$ 13,102,001	$ -	$ -	$ -	COOP;Measure M PS&E; CIP General Fund
1 Construction	PW1368	Parks	**Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playgr	$ 23,468,092	$ 22,058,539	$ -	$ -	$ -	$ -	OGALS; 2024 Revenue Release Bond; CIP General Fund; DIF Park & Related Facilities (4942)
1 Construction	PW1393-4	Roadways	Main Street Improvement from Carson St to Victoria	Citywide Annual Overlay Program - Main Street - Carson to Victoria. The project includes grinding existing asphalt pavement and overlay with ARHM to extend life of the pavement. 1	$ 3,600,000	$ 239,202	$ -	$ -	$ -	$ -	Measure R; Measure M
1 Construction	PW1393-5	Roadways	Avalon Street Reconstruction	Citywide Annual Overlay Program - - Avalon Blvd - 223rd to Lomita. The project includes asphalt pavement overlay, concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps. (Combine PW1620, 1393-5, 1411-5)	$ 7,500,000	$ -	$ -	$ -	$ -	$ -	None
1 Construction	PW1411-4	Roadways	Main Street Concrete Improvement from Carson St to Victoria	Annual concrete program - Main Street: Carson to Victoria. Concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps to meet the requirements of ADA.	$ 500,000	$ 33,507	$ -	$ -	$ -	$ -	Measure M
1 Construction	PW1411-5	Roadways	Annual Concrete Program	Citywide Concrete Program - - Avalon Blvd - 223rd to South of Sepulveda. The project includes asphalt pavement overlay, concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps. (Combine PW1620, 1393-5, 1411-5)	$ 3,000,000	$ -	$ 3,000,000	$ -	$ -	$ -	None
1 Construction	PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	$ 22,110,713	$ 500,000	$ -	$ -	$ -	$ -	Measure W
1 Construction	PW1610	Parks	**Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ 12,757,062	$ 10,883,933	$ -	$ -	$ -	$ -	OGALS; 2024 Revenue Release Bond; CIP General Fund; DIF Park & Related Facilities (4942)
1 Construction	PW1630	Parks	**Anderson Park Electrical Panel- Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	$ 75,000	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby)
1 Construction	PW1632	Buildings	Community Center Coiling Wall & Seismic Analysis	Repair coiling wall at Community Center Main Hall - Seismic Analysis	$ 1,484,000	$ 1,247,071	$ -	$ -	$ -	$ -	CIP General Fund
1 Construction	PW1636	Parks	**Mills Park Renovations	Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant	$ 3,445,254	$ 3,483,335	$ -	$ -	$ -	$ -	OGALS; County Park Open Space/ Measure A; DIF Park & Related Facilities (4942)
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 3,387,951	$ 3,388,069	$ -	$ -	$ -	$ -	Park Development (Quimby); DIF Park & Related Facilities (4942); DIF Utilities & Sustainability (4946)

5-Year Capital Improvement Projects

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ 3,529,123	$ 3,330,583	$ -	$ -	$ -	$ -	HSIP; DIF Traffic (4941); DIF MBK
1 Construction	PW1657	Traffic	*Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	Traffic Signal Upgrades at 6 Intersections - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St Pending MTA's funding agreement for construction	$ 6,000,000	$ 3,730,000	$ 2,270,000	$ -	$ -	$ -	Measure R Grant
1 Construction	PW1667	Traffic	*Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	Metro Measure M Grant; DIF Traffic (4941)
1 Construction	PW1674	Safety	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ 7,351,975	$ -	$ -	$ -	$ -	$ -	CIP General Fund; Park Development (Quimby); 2024 Revenue Release Bond
1 Construction	PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	$ 3,000,000	$ 2,500,000	$ -	$ -	$ -	$ -	Measure W
1 Construction	PW1687	Roadways	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ 700,000	$ 700,000	$ -	$ -	$ -	$ -	Measure M Grant
1 Construction	PW1688	Roadways	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ 1,000,000	$ -	$ 1,000,000	$ -	$ -	$ -	None
1 Construction	PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,500,000	$ -	$ 4,500,000	$ -	$ -	$ -	None
1 Construction	PW1693	Buildings	****Electric Vehicle Charging Infrastructure	Install 128 EV Chargers in City Parks. At City Hall install EV Charger infrastructure and charging equipment. SCE Charge Ready Program - Assume SCE will cover all infrastructure.	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ -	SCE Charge Ready; DIF Utilities & Sustainability (4946)
1 Construction	PW1694	Roadways	*Bridge Maint Repair - Various Locations	Maintenance repair on vehicular bridges (20) per recommendation on the inspection report completed by Caltrans and LA County.	$ 1,778,705	$ 1,480,101	$ -	$ -	$ -	$ -	CIP General Fund
1 Construction	PW1718	Parks	**Anderson Park Concrete Repair	Limited accessibility upgrades compliance. Concrete reconstruction, asphalt concrete pavement reconstruction, new curbs, steps, and added walkways.	$ 1,857,000	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby); DIF Park & Related Facilities (4942); 2024 Revenue Release Bond
1 Construction	PW1722	Roadways	213th St Street Improvement (Avalon to Main)	213th St. Improvement from Avalon to Main. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,500,000	$ -	$ 1,361,864	$ -	$ -	$ -	CIP General Fund

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ 10,000,000	$ 7,662,020	$ -	$ -	$ -	$ -	2024 Revenue Release Bond; DIF Park & Related Facilities (4942); Park Development (Quimby)
1 Construction	PW1730	Buildings	EV Chargers at Community Center West Wing	Install EV Charger Level 3 infrastructure and charging equipment at Community Center West Wing	$ 288,341	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946); CIP General Fund
1 Construction	PW1731	Safety	EOC/Basement Renovations	Modify CY facility to accommodate for all upgrades required	$ 6,506,000	$ -	$ -	$ -	$ -	$ -	CIP General Fund; 2024 Revenue Release Bond; ARPA
1 Construction	PW1763	Roadways	Citywide Slurry Seal	Citywide Slurry Seal Project	$ 3,500,000	$ -	$ -	$ -	$ -	$ -	ARPA
1 Construction	PW1773	Roadways	CATCP	CARSON ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN (CATCP) Transportation studies and planning work to develop the CAT-CP to bring safety and connectivity to the disadvantaged communities of Carson.	$ 405,000	$ 15,964	$ -	$ -	$ -	$ -	RMRA (SB1)
1 Construction	PW1774	Roadways	Sepulveda (110 Fwy to Figueroa)	Sepulveda Blvd. Grind and Overlay. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 700,000	$ -	$ 700,000	$ -	$ -	$ -	None
1 Construction	PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ 600,000	$ 800,000	$ -	$ -	$ -	$ -	DIF Traffic (4941); Fed HIP Exchange Funds
1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ 1,697,000	$ 1,291,661	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944); 2024 Revenue Release Bond
1 Construction	PW1787	Buildings	CH Lobby Carpet Replacement	Replacing the carpet and base of the 2nd floor of city hall, 1st floor lobby, and stair access corridor adjacent to the City Clerks office. The project also includes resurfacing the concrete bands throughout the 1st floor.	$ -	$ 102,160	$ -	$ -	$ -	$ -	CIP General Fund
1 Construction	PW1790	Buildings	Community Center Lighting and AV Equipmeny Upgrade	Upgrade existing lighting and AV equipment at Community Center Main Hall.	$ 1,200,000	$ -	$ 1,200,000	$ -	$ -	$ -	None
1 Construction	PW1795	Parks	Mills Park Rec Center Renovation	Upgrades and Improvements to the Recreation Center at Mills Park	$ 3,000,000	$ 3,000,000	$ -	$ -	$ -	$ -	2024 Revenue Release Bond; County Park Open Space/ Measure A
1 Construction	PW1827	Roadways	Central Avenue Shared Compton Project.	Shared project with the City of Compton to rehabilitate approximately a mile along South-Central Ave.	$ 874,908	$ 874,908	$ -	$ -	$ -	$ -	Community Facilities District Fund

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
2 Design	PW1451	Bikeways	Bike Lane Installation - Carson St, Figueroa, Main St, and Victoria St	Design and construction of 14.6 mile bike lanes on Carson St, Figueroa, Main St, and Victoria St, including median modification to accommodate bike lane buffer zone	$ 4,264,445	$ 2,132,223	$ 2,132,223	$ -	$ -	$ -	HSIP; CIP General Fund
2 Design	PW1452	Bikeways	Bike Lane Installation - 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr	Design and construction of bike lanes on 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University Dr including median modification to accommodate bike lane buffer zone	$ 13,239,100	$ 6,619,550	$ 6,619,550	$ -	$ -	$ -	Metro Measure M Grant; CIP General Fund
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ 11,800,000	$ -	$ 12,557,174	$ -	$ -	$ -	MTA Grant
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy (Metro Funded) Upgrade of curb ramps citywide.	$ 3,451,000	$ 3,451,000	$ -	$ -	$ -	$ -	ATP Cycle 6
2 Design	PW1536	Roadways	Rapid Bus Priority System	Purchase and installation of bus shelters to improve the bus stops at 10 locations along Avalon Blvd and along Victoria Street within the vicinity of the Dignity Health Sports Park and CSUDH campus. The improvement involves covered bus shelters that are illuminated by solar powered batteries, installation of bike racks, repairs of adjacent sidewalks, and wayfinding signage.	$ 524,318	$ 524,318	$ -	$ -	$ -	$ -	MTA Call for Projects; DIF MBK; DIF Transportation (4945)
2 Design	PW1546	Roadways	Green Streets & Stormwater Sustainability Compliance	Stormwater management practices including engineered systems to manage stormwater runoff from impervious surfaces - $200k per year and funded by Measure M	$ 1,000,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	Measure W
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ 5,500,000	$ -	$ 993,168	$ 4,430,514	$ -	$ -	MTA Grant
2 Design	PW1608	Roadways	MLK Blvd Improvements	Reconstruction of Martin Luther King Blvd. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	$ 6,000,000	$ -	$ 6,000,000	$ -	$ -	$ -	None
2 Design	PW1612	Traffic	*Traffic Signal Installation- Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ 600,000	$ 200,000	$ 300,000	$ -	$ -	$ -	DIF Traffic (4941)
2 Design	PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	$ 400,000	$ 400,000	$ -	$ -	$ -	$ -	combined into PW1617
2 Design	PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	$ 600,000	$ 600,000	$ -	$ -	$ -	$ -	combined into PW1617
2 Design	PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	$ 1,500,000	$ 1,500,000	$ -	$ -	$ -	$ -	combined into PW1617
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ 40,000,000	$ 35,000,000	$ -	$ -	$ -	$ -	Measure MR-MM Bonds;2024 Revenue Release Bond
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	$ -	None
2 Design	PW1624	Roadways	Figueroa Street Improvement - Carson ST to Alondra	Figueroa Street Improvement - Torrance to 223rd. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 10,000,000	$ -	$ 10,000,000	$ -	$ -	$ -	None
2 Design	PW1640	Parks	**Replace Park Rubberized Play Surface and Playground Structures- Phase 2	Replace the entire rubberized play surface and play structures at Parks and Mini Parks (Stevenson North and Veterans)	$ 3,706,000	$ -	$ 3,706,000	$ -	$ -	$ -	None

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
2 Design	PW1647	Roadways	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ 6,000,000	$ -	$ 6,000,000	$ -	$ -	$ -	None
2 Design	PW1671	Parks	**Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630)	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -	Park Development (Quimby)
2 Design	PW1677	Stormwater	Phase 1 -Stormwater Program	Phase 1 -Stormwater Program	$ 12,300,000	$ -	$ -	$ 12,300,000	$ -	$ -	Measure W
2 Design	PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	$ 1,364,143	$ 351,000	$ -	$ -	$ -	$ -	Measure W
2 Design	PW1698	Roadways	*City Utilities Master Plan	1. Sewer & Storm Drain Line Evaluation throughout the City to determine capacity for future delvelopment. 2. Update reclaimed water pipeline network throughout the City. Working with WBMWD's engineering division	$ 325,000	$ -	$ 325,000	$ -	$ -	$ -	DIF Administraion (4940)
2 Design	PW1700	Bikeways	Construction of Bike Facility and Active Transportation Improvements	Supplement the construction cost for more than 30 miles of bike facilities and active transportation improvements	$ 1,730,000	$ -	$ -	$ 1,730,000	$ -	$ -	None
2 Design	PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ 6,240,379	$ 2,000,000	$ 4,240,379	$ -	$ -	$ -	Cal Trans
2 Design	PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1707	Parks	Stevenson Park Picnic Shelters	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	$ -	$ -	$ 1,000,000	$ -	$ -	$ -	None
2 Design	PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,900,000	$ -	$ 3,900,000	$ -	$ -	$ -	RMRA (SB1) - Fund 288
2 Design	PW1715	Roadways	Streetscape Master Plan (Previously Titled Medians Plan)	Develop Streetscape Master Plan for medians and medians landscapinng Citywide	$ -	$ -	$ -	$ -	$ -	$ -	DIF Administraion (4940)
2 Design	PW1723	Buildings	International Scuplture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	$ 200,000	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	$ 2,000,000	$ 2,000,000	$ -	$ -	$ -	$ -	HUD Grant
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Optimize equipment layout and parking space •Wall and roof repair and insulation at main corporate yard building •Driveway at 18601 S. Main St for alternate Corporate Yard exit •Wash station and compliance requirements •Covered parking, Fire Suppression system at Warehouse and Community Services •New Building Construction	$ 9,000,000	$ -	$ 9,000,000	$ -	$ -	$ -	DIF Gov Facilities (4944); DIF Utilities & Sustainability (4946)

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
2 Design	PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	$ 250,000	$ 250,000	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,375,000	$ 4,375,000	$ -	$ -	$ -	$ -	DIF Transportation (4945); Surface Transporation Program Local (STPL
2 Design	PW1755	Roadways	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	Santa Fe Ave. (1.1 miles) Grind and overlay from Carson to Del Amo. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,800,000	$ -	$ 4,800,000	$ -	$ -	$ -	None
2 Design	PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 6,556,047	$ 6,556,047	$ -	$ -	$ -	$ -	RMRA (SB1); CIP General Fund
2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,000,000	$ -	$ 4,000,000	$ -	$ -	$ -	RMRA (SB1)
2 Design	PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	$ 800,000	$ -	$ 800,000	$ -	$ -	$ -	Measure R
2 Design	PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	$ 6,000,000	$ -	$ 5,500,000	$ -	$ -	$ -	LA County Sanitation Districts
2 Design	PW1780	Roadways	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ 5,000,000	$ 3,250,000	$ 1,750,000	$ -	$ -	$ -	Metro Grant
2 Design	PW1785	Bikeways	Carson Bicycle Master Plan	Carson's Master Bicycle Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	$ 897,000	$ 897,000	$ -	$ -	$ -	$ -	ATP Cycle 6
2 Design	PW1792	Traffic	Traffic Reliability Improvements	Replace obsolete traffic signal battery backup systems, controllers, loop detection systems, with state of the art equipment capable of detecting bicycles, pedestrians, neighborhood electric vehicles, and prepare Carson for emerging transportation and communication technologies.	$ 2,400,000	$ -	$ 2,400,000	$ -	$ -	$ -	None
2 Design	PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ 1,000,000	$ 200,808	$ 371,189	$ 378,010	$ 49,993	$ -	USDA Grant
2 Design	PW1796	Buildings	Carson Civic Center Redevelopment	Carson Civic Center Redevelopment	$ 550,000	$ 550,000	$ -	$ -	$ -	$ -	CIP General Fund
2 Design	PW1797	Technology	Citywide Municipal Fiber Optic Network Phase I	Phase I of Citywide Municipal Fiber Optic Network	$ 30,000,000	$ 25,000,000	$ -	$ -	$ -	$ -	CIP General Fund
2 Design	PW1798	Roadways	Delores Rehabilitation from Sepulveda to Carson Street	Delores Rehabilitation from Sepulveda to Carson Street	$ 8,000,000	$ -	$ 8,000,000	$ -	$ -	$ -	None
2 Design	PW1799	Roadways	Del Amo Rehabilitation from Main Street to Figueroa	Del Amo Rehabilitation from Main Street to Figueroa	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ -	None
2 Design	PW1800	Stormwater	Citywide Stromdrain Repair	Repair all City-owned stormdrains	$ 3,000,000	$ -	$ 3,000,000	$ -	$ -	$ -	None
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ -	None

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
2 Design	PW1802	Roadways	Speed Hump Installation Community Center East	Install Speed Humps at Community Center East Parking Lot near Tesla Charging Stations	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	None
2 Design	PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ -	$ 1,430,000	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
2 Design	PW1804	Roadways	Arterial Repair Program	Citywide Arterial Repair Program	$ 10,000,000	$ 150,700	$ 6,700,000	$ -	$ -	$ -	CIP General Fund
2 Design	PW1805	Parks	Calas Park	Removal of Wading Pool/New Picnic Shelter/ADA Pathway improvements	$ 1,500,000	$ -	$ 1,500,000	$ -	$ -	$ -	None
2 Design	PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades	$ 5,000,000	$ 500,000	$ 4,500,000	$ -	$ -	$ -	CIP General Fund
2 Design	PW1807	Parks	Foisia Park Aquatic Repairs	Concrete repairs in pump room and pool building/new mechanical equipment/electrical panels	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	CIP General Fund
2 Design	PW1808	Parks	Various Pools	Redo the concrete at Carson Pool, Dominguez Aquatic Center, Foisia Pool, and Hemingway Aquatics Center	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ -	None
2 Design	PW1809	Parks	Veterans SportsComplex	HVAC/Generator Replacement	$ 2,000,000	$ -	$ 2,000,000	$ -	$ -	$ -	None
2 Design	PW1810	Parks	Walnut Mini-Park	Fix concrete sloping/landscaping clean up	$ 750,000	$ -	$ -	$ 750,000	$ -	$ -	None
2 Design	PW1811	Parks	Carson Event Center	Replace Early Childhood Education (ECE) playground so it is all abilities and ADA compliant	$ 500,000	$ -	$ -	$ -	$ 500,000	$ -	None
2 Design	PW1812	Parks	Dominguez Park	Room and Kitchen Remodel	$ 1,000,000	$ -	$ -	$ 1,000,000	$ -	$ -	None
2 Design	PW1813	Parks	Dolphin Park, Dominguez Park, Veterans Park	New irrigation system for the entire park	$ 1,000,000	$ -	$ -	$ 1,000,000	$ -	$ -	None
2 Design	PW1814	Parks	Reflections Park	New redesign and landscaping	$ 750,000	$ -	$ -	$ 750,000	$ -	$ -	None
2 Design	PW1815	Parks	Veterans Park	To improve and fix the skate park at Veterans Park	$ 500,000	$ -	$ 500,000	$ -	$ -	$ -	None
2 Design	PW1816	Parks	Dominguez Park Pickleball Courts	Additional pickleball courts	$ 500,000	$ -	$ -	$ -	$ 500,000	$ -	None
2 Design	PW1817	Parks	Foisia Park Pickleball Courts	Conversion of handball courts into two pickleball courts	$ 500,000	$ -	$ -	$ -	$ 500,000	$ -	None
2 Design	PW1818	Safety	Security Cameras	Installation of Surveillance Cameras at mini-parks.	$ 342,000	$ -	$ -	$ 342,000	$ -	$ -	None
2 Design	PW1819	Safety	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	The project focuses on installing an upgraded intrusion alarm and Halo smart sensor system. This system will improve security by using advanced technology for real-time monitoring and alerts for unauthorized access or suspicious activity. The Halo smart sensors will include environmental monitoring and automated alerts, providing a complete security solution.	$ 1,400,000	$ -	$ -	$ 1,400,000	$ -	$ -	None
2 Design	PW1820	Safety	Fire suppression system installation at the Carson Community Event Center	The project involves the installation of a fire suppression system at the Carson Community Event Center to enhance safety and comply with fire safety regulations. This system will include advanced features such as sprinklers, alarm systems, and emergency exit signage to protect both the facility and its occupants from potential fire hazards.	$ 580,000	$ -	$ -	$ 580,000	$ -	$ -	None
2 Design	PW1821	Roadways	Caltrans Interchanges	Caltrans areas	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1822	Buildings	Teen Center	Design and Construction of City Teen Center	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City	$ 700,000	$ 200,000	$ 500,000	$ -	$ -	$ -	DIF Beautification (4943); DIF Transportation (4945)
2 Design	PW1824	Roadways	Avalon & Central holding wall	Repair wall at Avalon & Central	$ 10,000,000	$ -	$ -	$ 10,000,000	$ -	$ -	None
2 Design	PW1825	Roadways	Archways	Planning and design development for new archways throughout the City.	$ 4,000,000	$ 600,000	$ 3,400,000	$ -	$ -	$ -	Measure R
2 Design	PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City.	$ 2,000,000	$ 400,000	$ 1,600,000	$ -	$ -	$ -	DIF Transportation (4945); Measure R
3 Maintenance	PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,120,000	$ -	$ -	$ 3,120,000	$ -	$ -	
3 Maintenance	PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	$ 900,000	$ -	$ -	$ 900,000	$ -	$ -	

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY25-26 Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	Funding Source
3 Maintenance	PW1416	Parks	**Calas Park & Fosia Park Roof Repair	Repair and replace roofing material at Calas (Complete) and Foisia Park	$ 666,078	$ 500,000	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
3 Maintenance	PW1426	Roadways	*Citywide Park Slurry Seal Parking Lot, Green Streets & Sustainability	Preventative maintenance for parking lot at all City Parks (12 @$85k)	$ 1,020,000	$ -	$ 1,020,000	$ -	$ -	$ -	N/A
3 Maintenance	PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Carriage Crest, Del Amo, Dolphin, Dominguez, Foisia, Hemingway, Stevenson, Veterans) 26 total	$ 75,000	$ 75,000	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
3 Maintenance	PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	$ 500,000	$ -	$ -	$ 500,000	$ -	$ -	Park Development (Quimby
3 Maintenance	PW1673	Parks	**Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	$ 900,000	$ 450,000	$ 450,000	$ -	$ -	$ -	Park Development (Quimby)
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	$ 1,037,500	$ 83,531	$ 746,469	$ 415,000	$ -	$ -	Safe Clean Water; CIP General Fund
3 Maintenance	PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	$ 1,870,000	$ -	$ 1,870,000	$ -	$ -	$ -	None
3 Maintenance	PW1712	Buildings	Park Facility HVAC Installation	Design and Construct - $750k per Gymnasium and Facility	$ 7,500,000	$ -	$ 2,000,000	$ 2,000,000	$ 1,500,000	$ 2,000,000	None
3 Maintenance	PW1720	Buildings	City Hall & Community Center Elevators	Full modification of City Hall & Community Center Elevator	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	None
3 Maintenance	PW1756	Roadways	Figueroa Street - Lomita to 223rd St.	1.8 miles. Figueroa St. Grind and overlay.	$ 7,900,000	$ -	$ 7,900,000	$ -	$ -	$ -	None
3 Maintenance	PW1762	Roadways	Wilmington Ave - Lomita Boulevard - 223rd Street	Wilmington Ave. (2 miles) Grind and overlay. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 7,900,000	$ -	$ 7,900,000	$ -	$ -	$ -	None
3 Maintenance	PW1791	Roadways	Street Repair	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ 32,000,000	$ 10,000,000	$ -	$ -	$ -	$ -	CIP General Fund; 2024 Revenue Release Bond
Grand Total					**$ 515,174,135**	**$ 191,276,292**	**$ 179,890,017**	**$ 41,795,524**	**$ 3,249,993**	**$ 2,200,000**	

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 30.

To: Honorable Mayor and City Council

From: Jarrod Coleman, Senior Planner CD Planning

Subject: REQUEST TO CONTINUE THE PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION RATIFYING AN AMENDMENT TO THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S LOCAL HAZARD MITIGATION PLAN 2024 IN ACCORDANCE WITH ASSEMBLY BILL 2140 (CITY COUNCIL)

I. SUMMARY

Following a Planning Commission public hearing and recommendation of approval on March 25, 2025, the City Council adopted Resolution No. 25-020 on April 1, 2025, adopting the 2024 Local Hazard Mitigation Plan for the City and approving a corresponding General Plan Amendment to incorporate it into the Safety Element of the General Plan. A notice of public hearing was issued on May 12, 2025, in anticipation of presenting a cleanup item to the City Council related to the General Plan Amendment at tonight's meeting. However, staff has determined the notice was issued prematurely, and the cleanup item should instead be presented on September 2, 2025. Therefore, staff recommends continuing the public hearing to the City Council's regular meeting on September 2, 2025.

II. RECOMMENDATION

OPEN the Public Hearing, TAKE Public Comment, and Continue the Public Hearing to September 2, 2025, at the City Council's regular meeting time and place.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

See the Summary section above.

V. FISCAL IMPACT

None.

VI. EXHIBITS

None.

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD MAY 1, 2025 THROUGH MAY 31, (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period May 1, 2025 through May 31, 2025.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

The City Manager has requested, once per month, that a list of all new licensed businesses in the City be presented to the City Council. For the period of May 1, 2025 through May 31, 2025 the City of Carson has issued business licenses on new businesses. Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between May 1, 2025 through May 31, 2025.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - May 2025

Attachments

Business License Report May 2025.pdf

Account #	DBA	Owner Name 1	Bus address	Bus City, State	Business type
100307A	Chevron	22802 Figueroa Inc	22802 FIGUEROA ST	CARSON, CA 90745-4632	SERVICE STATION/AUTO REPAIRS
104046A	Jc'S Garage	Sanchez, Juan C	16614 MAIN ST	CARSON, CA 90248	ADMINISTRATIVE OFFICE
104442A	Magic Creations	Magic Creations	18025 ADRIA MARU LN	CARSON, CA 90746-1403	EQUIPMENT MFG/SALES/SRV/PRTS
104447A	Onyx Auto Preservation	Onyx Auto Preservation, LLC	24424 MAIN ST 601	CARSON, CA 90745-6391	AUTO DETAILING
104458A	Midas Auto Service	Transparent Auto	333 E CARSON ST	CARSON, CA 90745-2709	AUTO REPAIRS
104460A	Advanced Registration Services	Advanced Truck & Auto Services Inc	20850 LEAPWOOD AVE A	CARSON, CA 90746-3629	BUSINESS SERVICE
104461A	Telas Inc	Telas Inc	1480 BEACHEY PL 101	CARSON, CA 90746-4002	CLOTHING & ACCESS
104463A	E & J Hair Studio	Gonzales, Jesse G	500 E CARSON ST 211	CARSON, CA 90745-2798	BEAUTY SALON/SUPPLY
104476A	Louisiana Famous Fried Chicken & Wings	Louisiana Famous Fried Chicken & Wings	21737 AVALON BLVD	CARSON, CA 90745-3302	RESTAURANT/FAST FOOD
104479A	Rexford Industrial - 20455 Reeves, LLC	Rexford Industrial 20455 Reeves, LLC	20455 S Reeves AVE	Carson, CA 90810-1011	COMMERCIAL RENTALS
104480A	Rexford Industrial - 2140 Del Amo, LLC	Rexford Industrial 2140 Del Amo, LLC	2130-2140 E DEL AMO BLVD	CARSON, CA 90810	COMMERCIAL RENTALS
104487A	Etheral Body & Wellness	Etheral Body & Wellness	285 E DEL AMO BLVD 7	CARSON, CA 90745	HEALTH SPAS
104491A	Prime Tints LLC	Prime Tints	1139 E DOMINGUEZ ST I	CARSON, CA 90746-3562	AUTO DETAILING
104492A	Restore & Contstruct	Restore & Construct Inc	23517 MAIN ST 115	CARSON, CA 90745-5245	ADMINISTRATIVE OFFICE
104496A	L A Kimchi	L A Kimchi	1469 E DEL AMO BLVD	CARSON, CA 90746	FOOD PROCESSING
104505A	Mallory Safety & Supply LLC	Mallory Safety & Supply LLC	20850 LEAPWOOD AVE C	CARSON, CA 90746-3632	EQUIPMENT MFG/SALES/SRV/PRTS
104509A	Intelligent Optical Systems, Inc.	Intelligent Optical Systems, Inc.	16927 S MAIN ST C	CARSON, CA 90248	RESEARCH AND DEVELOPMENT
104517A	Quick Quack Car Wash	Quick Quack Car Wash	673 E Sepulveda BLVD	Carson, CA 90745-6031	CAR WASH
104518A	Prodigy Futbol	Prodigy Futbol	20740 FIGUEROA ST	CARSON, CA 90745-1101	SPORTING FACILITIES
104519A	Samco Escobar Transportation, LLC	Samco Escobar Transportation, LLC	1490 BEACHEY PL	CARSON, CA 90746-4002	TRUCKING/TRANSPORT
104520A	Dcw Dcw Inc	Dcw Dcw Inc	24760 MAIN ST	CARSON, CA 90745-6321	TRUCKING/TRANSPORT
104522A	Cornerstone Wireless LLC	Cornerstone Wireless LLC	18620 HARMON AVE	CARSON, CA 90746-4038	TRUCKING/TRANSPORT
104544A	Sugaring Labs LLC	Sugaring Labs LLC	1930 E CARSON ST 102	CARSON, CA 90810-1246	BEAUTY SALON/SUPPLY
104553A	Kyros Trans	Kyros Trans	16212 S MAPLE AVE	CARSON, CA 90248	TRUCKING/TRANSPORT

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator CCO Option 1

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council. (Exhibit 1)

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

At the May 21, 2025, City Council meeting, Mayor Davis-Holmes continued this item to a future meeting.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2024-2025.

VI. EXHIBITS

Local Appointments List

Prepared by: Dr. Khaleah K. Bradshaw, City Clerk and Tomisha Haywood, Records Management Coordinator

Attachments

Exhibit 1 - June 17, 2025, Agenda Report.pdf

CITY OF CARSON
LOCAL APPOINTMENTS LIST FOR
COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California is eligible to serve on any of the below-named commissions, committees, or boards unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

*** The following appointed positions may receive compensation**
**** Mayor's uncontested**
Denotes vacated seat

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by:	Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.
Meetings:	1st Thursday, 8:00 a.m., Executive Conference Room
Staff Liaison:	John Raymond, Asst. City Mgr x1773; Saied Naaseh, Dir. of Comm. Dev. x1770
Support Staff:	Sandy Solis, Economic Development Commission Secretary x1325

		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Vacant (JH)			11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Wallace, Deborah (LDH)		04-04-23	11-30-26
Vacant (JD)			11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by:	Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103
Membership:	9 members; 3 alternates
Qualification:	Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment
Meetings:	1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Reata Kulcsar, Innovation & Sustainability Manager x1312
Support Staff:	Jessica Coria, Division Secretary x1823

		Appointed	Term Expires
Vacant (JH)			11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by:	Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership:	9 members (7 general, 2 youth); 3 alternates
Qualification:	Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings:	3rd Wednesday, 6:30 p.m., City Manager Conference Room
Staff Liaison:	Robert Lennox, Asst. City Manager x1728
Support Staff:	Cac Le, Council Aide x1722

		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Keely, Tina (JD)		12-03-24	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	06-30-26
Vacant (LDH)	Youth		06-30-26

[4] Parks, Recreation and Cultural Arts Commission*

Established by:	Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Meetings:	Last Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Michael Whittiker Jr., Director of Community Services x3571
Support Staff:	Kimberly Madrigal, Administrative Secretary x3581

		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by:	Ordinance No. 13, §1 (CMC §2700); § 606 of the City Charter
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson
Monthly Meeting:	2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Christopher Palmer, Planning Mgr. x1365; McKina Alexander, Sr. Planner x1326
Support Staff:	Laura Gonzalez, Planning Secretary x1328

		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*

Established by:	Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership:	9 members; 3 alternates
Qualification:	Shall reside or be employed in the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison:	Danielle Hasley, Public Information Analyst x1606
Support Staff:	Christine Foisia, Senior Clerk x1740

		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Representative	12-03-24	11-30-26
Vacant (LDH)**	Community Representative		11-30-26
Stewart, Linda (LDH)	Community Representative	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Representative	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Nunley, Madalyn (LDH)	Public Relations Specialist	12-03-24	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Waddis, Dorcas (LDH)	Alt. 2	12-03-24	11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*

Established by:	Ordinance No. 99-1160 § 1; Ordinance No. 01-1239 § 1 (CMC §27103.6); Ordinance No. 21-2104
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Priscilla Palma, Division Secretary x1787
Support Staff:	Vacant

		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		Appointed	Term Expires
Vacant (AR)			11-30-26
Calhoun, James (JD)		12-03-24	11-30-26
Fe'esago, Uli (LDH)		12-03-24	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		12-03-24	11-30-26
Benson, Melvin (CH)		07-18-23	11-30-26
Nweke, Chike (LDH)**		12-03-24	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Todd Griffin, Kellie (JH)		01-07-25	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[9] Senior Citizens Advisory Commission*

Established by:	Ordinance No. 97-1119, § 1 (CMC § 2799.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 50 years of age at the time of appointment.
Meetings:	2nd Monday, 4:00 p.m. (Community Center, Carson/Dominguez room)
Staff Liaison:	Mike Whittiker Jr., Dir. of Comm. Srvs. x1780; Dani Cook, Human Srvs. Supv. X04/04/2
Support Staff:	Brenda Reed, Senior Clerk x1775;

		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*

Established by:	Ordinance No. 99-1154, § 1 (CMC § 27102.6)
Membership:	11 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	3rd Monday, 6:00 p.m. (Veterans SportsComplex - Activity Room)
Staff Liaison:	Kisheen Tulloss, Council Aide x1711
Support Staff:	Mikala Multiauaopele, Division Secretary x3557

		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*

Established by:	Ordinance No. 02-1246, § 1 (CMC § 27106.6)
Membership:	9 members; 3 alternates
Qualification:	Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison:	Ravynne Staine, Council Aide x1733
Support Staff:	Vacant

		Appointed	Term Expires
Dela Cruz-Manio, Connie (LDH)		12-03-24	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Koons, Fe (JD)		12-03-24	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Williams, Maria (CH)		12-03-24	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Graves, Keichun (LDH)	Alt. 1	12-03-24	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Johnson, Veronica (LDH)	Alt. 3	12-03-24	11-30-26

[12] Youth Commission*

Established by:	Ordinance No. 98-1132, § 1 (CMC § 27100.6)
Membership:	11 members; 3 alternates
Qualification:	Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings:	2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison:	Brian Legaspi, Council Aide x1721
Support Staff:	Vacant

		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	06-30-25
Moore, Joshua (JH)		06-06-24	06-30-25
Redway, Khristopher (LDH)		06-06-24	06-30-25
Estrada, Juan (LDH)		06-06-24	06-30-25
Villasana, Andrea (JD)		12-03-24	06-30-25
Mitchell, Jazcidi (LDH)		12-03-24	06-30-25
Colson, Lewis (LDH)**		06-06-24	06-30-25
Smith, Zoey (CH)		06-06-24	06-30-25
Williams, Liv (LDH)		06-06-24	06-30-25
Homna, Kayla (AR)		01-07-25	06-30-26
Macias, Lea (LDH)		01-07-25	06-30-26
Vacant (LDH)	Alt. 1		06-30-26
Vacant (LDH)	Alt. 2		06-30-26
Vacant (LDH)	Alt. 3		06-30-26

II. BOARDS & COMMITTEES

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee

Established by:	Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 21-030
Membership:	5 members; 2 alternates
Qualification:	Resident of the City of Carson.
Meetings:	2nd Tuesday, 6:30p.m. (Community Center)
Staff Liaison:	William Jefferson, Director of Finance x1756
Support Staff:	Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board*

Established by:	Ordinance No. 79-485U. §4702: § 607 of the Citv Charter
Membership:	7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenants in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification:	See membership.
Meetings:	2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison:	Tara Matthew, Interim Housing Program Manager x1708
Support Staff:	Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Vacant (AR)	At-large		11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. [1]	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. [2]	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. [3]	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. [4]	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park owner	04-04-23	11-30-26
Forbath, Susy (LDH)	Park owner	04-04-23	11-30-26
Horton, Maria (LDH)	Park owner Alt. [1]	04-04-23	11-30-26
Kleege, Robert Bruce (LDH)	Park owner Alt. [2]	03-04-25	11-30-26
Gonzalez, Leonor (LDH)**	Resident homeowner	11-21-23	11-30-26
King, Tom (CH)	Resident homeowner	01-17-23	11-30-26
Davis, William (LDH)	Resident homeowner Alt. [1]	04-04-23	11-30-26
Richardson, Sheila (LDH)	Resident homeowner Alt. [2]	08-06-24	11-30-26

[15] Relocation Appeals Board

Established by:	Ordinance No. 74-313 (CMC § 21004)
Membership:	9 members; 3 alternates
Qualification:	Resident of the City of Carson.
Meetings:	Only when necessary
Staff Liaison:	Saied Naaseh, Director of Community Development x1770
Support Staff:	Sandy Solis, Economic Development Liaison x1325

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
[Vacant] (JH)			11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Morrison, Chris (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee

Established by Minute Action 10-03-17; Amended by Resolution No. 19-029; Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Senior Planner x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA
Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	06-07-21	06-07-26
Vice Chair Cedric Hicks	06-07-21	06-07-26
Board Member Ray Aldridge, Jr.	01-26-21	01-26-26
Board Member Lillian Hopson	01-21-21	01-21-26
Board Member Dianne Thomas	01-21-21	01-21-26

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks/Refuse Ad Hoc Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	Member	06-18-24

[36] Gil Smith Memorial Ad Hoc Committee
Established by Minute Order 01-07-25

	Appointed
Mayor Davis-Holmes	01-07-25
Councilmember Dr. Hilton	01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alt.	12-03-24

[38] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers Agreement (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[39] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[40] County Sanitation Districts of Los Angeles (Dist. No. 8)*
Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[41] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety Code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21 (effective 01-03-22)	01-05-26

[42] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alt.	01-23-24

[43] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alt.	12-03-24

[47] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[48] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[49] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[50] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

ORDINANCE SECOND READING 33.

To: Honorable Mayor and City Council

From: McKina Alexander, Acting Planning Manager CD Planning

Subject: CONSIDER SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2513: AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS (CITY COUNCIL)

I. SUMMARY

On June 3, 2025, under Item No. 31 of Council Agenda, City Council voted 5-0 to introduce Ordinance No. 25-2513 (Exhibit No.1). This item transmits a request for City Council to conduct a Second Reading and adopt Ordinance No. 25-2513.

II. RECOMMENDATION

CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2513, entitled "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9202.1 (ADVISORY AGENCY), 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS."

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

On March 11, 2025, the Planning Commission unanimously voted to adopt Planning Commission Resolution No. 25-2882 recommending City Council adoption of Ordinance 25-2513.

At the June 3, 2025, regular meeting, the City Council unanimously voted to introduce Ordinance No. 25-2513 for first reading.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance No. 25-2513

Attachments

Exhibit No. 1 Ordinance No. 25-2513.pdf

ORDINANCE NO. 25-2513

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9202.1 (ADVISORY AGENCY) 9202.10 (DIVISION OF LAND), 9203.16 (PROCESSING AND APPROVAL – PUBLIC HEARING) AND 9203.19 (EFFECTIVE DATE AND APPEAL) OF CHAPTER 2 (SUBDIVISION REGULATIONS) OF ARTICLE IX (PLANNING AND ZONING) OF THE CARSON MUNICIPAL CODE, TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS

WHEREAS, on March 11, 2025, following a public hearing, the Planning Commission recommended City Council approval of an amendment to the City's Subdivision Ordinance (Chapter 2 of Article IX of the Carson Municipal Code) to provide for approval of tentative parcel maps, and tentative tract maps for condominium purposes, by the Community Development Director rather than the Planning Commission.

WHEREAS, the changes recommended by the Planning Commission, which are substantially embodied in this Ordinance, are intended to increase efficiency and make the Carson Municipal Code more consistent with contemporary planning practices and standards, while maintaining the same level of decision-making discretion and authority vested in the Director as would otherwise be vested in the Planning Commission for tentative parcel maps, and tentative tract maps for condominium purposes.

WHEREAS, the changes set forth in this Ordinance are consistent with the Carson 2040 General Plan and all applicable specific plans.

WHEREAS, the changes set forth in this Ordinance will improve efficiency and minimize delays in processing requests for approval of tentative parcel maps and tentative tract maps for condominium purposes. This action will in turn help expedite processing of residential development projects, including condominium developments which involve homeownership opportunities (consistent with Policy 2-5 of the City's Housing Element: "Increase the number of owner-occupied units within condominiums and planned unit developments") and eliminate certain impediments to the development of affordable housing.

WHEREAS, the changes set forth in this Ordinance will serve to promote the public health, safety and welfare, in that they will facilitate development and availability of housing in Carson consistent with State law and the Housing Element in response to the statewide housing crisis.

WHEREAS, the City Council desires and intends to enact this Ordinance and the CMC amendments hereunder on a trial basis such that the City Council may evaluate the effects of the amendments during such one-year period, and to require further affirmative action of the City Council in order for such amendments to continue in effect following such one-year period.

WHEREAS, all of the legal prerequisites to adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. CEQA. Based on its independent review of the analysis set forth in the staff report and incorporated herein by this reference as a finding of fact, and the administrative record as a whole, pursuant to CEQA Guidelines Section 15061(b)(3), the City Council, in the exercise of its independent judgment, hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) under the "common sense" exemption in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. CEQA review, to the extent required for approval of tentative parcel maps and tentative tract maps for condominium purposes, will continue to be conducted in the same manner and to the same extent with the Director as the approval authority for such tentative maps rather than the Planning Commission, as the Director will be vested with the same level of discretion and decision-making authority currently vested in the Planning Commission for such actions.

SECTION 3. AMENDMENTS. Chapter 2 of Article IX of the Carson Municipal Code is hereby amended as follows (added text is indicated in ***bold italics***, deleted text in ~~strikethrough font~~):

A. Section 9202.1 (Advisory Agency) of Part 2 (Definitions) is amended as follows:

"The City Planning Commission is hereby designated as the Advisory Agency for tentative tract maps and parcel maps as that term is used in the Subdivision Map Act***, except that where the proposed Division of Land is either (i) for creation of four or fewer parcels, or (ii) solely for a condominium project (i.e., is solely for creation of condominiums with no other proposed Division of Land), the Community Development Director or his or her designee is hereby designated as the Advisory Agency, provided that the Community Development Director or his or her designee shall obtain the concurrence of the City Manager or his or her designee prior to granting any such approval as the Advisory Agency***. The City Council is hereby designated as the Advisory Agency for final tract maps and parcel maps. The Community Development Director is hereby designated as the Advisory Agency for Certificates of Compliance."

B. Section 92102.10 (Division of Land) of Part 2 (Definitions) is amended as follows:

"For the purposes of this Chapter, the term "Division of Land" shall refer to any parcel or contiguous parcels of land, improved or unimproved, or any portion thereof, which are divided for the purpose of transfer of title, sale, lease, or

financing, whether immediate or future, into two (2) or more parcels, except that the term "Division of Land" shall not refer to:

a. Land dedicated for cemetery purposes under the Health and Safety Code of the State of California.

b. The leasing or financing of apartments, offices, stores, or similar space within an apartment building, industrial building, commercial building, mobile home park, or trailer park.

c. Division by mineral, oil, or gas leases.

d. Construction of removable commercial buildings having a floor area of less than one hundred (100) square feet.

e. A minor lot adjustment between two (2) or more existing adjacent parcels, where the land taken from one (1) parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, provided the lot line adjustment is approved by the Director.

f. The financing or leasing of any parcel of land, or any portion thereof, in conjunction with the construction of commercial or industrial buildings on a single parcel, unless the project is not subject to review under of the City of Carson ordinances regulating design and improvement.

g. The financing or leasing of existing separate commercial or industrial buildings on a single parcel.

The term "Division of Land" shall also refer to a condominium project, as defined in California Civil Code Section ***4125 or 6542*** ~~1350~~, and a community apartment project, as defined in California Business and Professions Code Section 11004, containing two (2) or more parcels; and to the conversion of five (5) or more existing dwelling units to a stock cooperative, as defined in California Business and Professions Code Section 11003.2."

C. Section 9203.16 (Processing and Approval – Public Hearing) of Part 3 (Tentative Maps) is amended as follows:

"The tentative map shall be processed and approved in accordance with the terms and provisions of the Subdivision Map Act and this Chapter. The Advisory Agency shall hold a public hearing on every application for a tentative map ***for which the Planning Commission is the Advisory Agency*** other than minor lot line adjustments not significantly affecting the property rights of persons other than the

applicant. Notice of the hearing shall be given pursuant to CMC 9173.22 (Notification of Hearing) by posting and by notice through the United States mails to the applicant, to the owners of property within seven hundred fifty (750) feet of the property to be divided, and to any person who has filed a written request therefor, and pursuant to the Subdivision Map Act."

D. Section 9203.19 (Effective Date and Appeal) of Part 3 (Tentative Maps) is amended as follows:

"The decision of the ***Advisory Agency*** ~~Planning Commission~~ shall become effective and final fifteen (15) days after the date of ~~its~~ action ***by the Planning Commission as Advisory Agency or, for actions by the Community Development Director or designee as Advisory Agency on tentative maps of the type provided in CMC 9202.1, fifteen (15) days from the date of the written notice containing the decision in accordance with CMC 9173.32,*** unless an appeal is filed in accordance with CMC 9173.4. An appeal shall be considered by the ***Planning Commission or*** Council***, as applicable,*** as provided in CMC 9173.4."

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE; SUNSET DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption. This ordinance and the CMC provisions enacted hereby shall sunset and be automatically repealed, and of no further force or effect, one year following the effective date of this ordinance.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by a vote of the City Council at a regular meeting of the City Council on this ___ day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, June 17, 2025, 5:00 PM

ORDINANCE SECOND READING 34.

To: Honorable Mayor and City Council

From: McKina Alexander, Acting Planning Manager CD Planning

Subject: SECOND READING AND ADOPTION OF ORDINANCE NO. 25-2510: AN ORDINANCE AMENDING THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE, AS ENACTED BY ORDINANCE NO. 24-2405), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(C)(1) AND 65583.2(H)-(I), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT (CITY COUNCIL)

I. SUMMARY

On June 3, 2025, under Item No. 30 of Council Agenda, City Council voted 5-0 to introduce Ordinance No. 25-2510 (Exhibit No.1). This item transmits a request for City Council to conduct a Second Reading and adopt Ordinance No. 25-2510.

II. RECOMMENDATION

CONDUCT a Second Reading by title only and with further reading waived, and ADOPT Ordinance No. 25-2510: entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9211.3 (DEVELOPMENT REGULATIONS) AND 9211.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 1 (RESIDENTIAL DISTRICTS) AND SECTIONS 9212.3 (DEVELOPMENT REGULATIONS) AND 9212.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 2 (MIXED-USE DISTRICTS) OF PART 2 (BASE, OVERLAY AND SPECIAL DISTRICTS) OF THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT."

III. ALTERNATIVES

TAKE any action the City Council deems appropriate that is consistent with the requirements of the law.

IV. BACKGROUND

The proposed amendments to the Phase 1 Zoning Code Update were submitted to HCD, which confirmed to City staff in April 2025 that the changes meet State Housing Element Law requirements.

At the June 3, 2025, regular meeting, following a prior Planning Commission hearing and recommendation, the City Council held a duly noticed public hearing and voted 5-0 to introduce Ordinance No. 25-2510 for first reading. (Exhibit No. 1).

The proposed Ordinance No. 25-2510 will amend the City's new Phase 1 Zoning Code (which was adopted in 2024 by Ordinance No. 24-2405) to fully comply with State Housing Element Law requirements as administered and enforced by the California Department of Community Development ("HCD") and will help facilitate housing development and the expansion of affordable housing opportunities in Carson, thereby promoting public health, safety and welfare.

The Council's adoption will enable the City to obtain full, unconditional certification of substantial compliance with State Housing Element Law from HCD and will ensure consistency of the Phase 1 Zoning Code Update with the City's 2021–2029 Housing Element, reinforcing the City's commitment to meeting RHNA requirements and advancing broader housing goals.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance No. 25-2510

Attachments

Exhibit 1 Ordinance No. 25-2510.pdf

ORDINANCE NO. 25-2510

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTIONS 9211.3 (DEVELOPMENT REGULATIONS) AND 9211.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 1 (RESIDENTIAL DISTRICTS) AND SECTIONS 9212.3 (DEVELOPMENT REGULATIONS) AND 9212.4 (SUPPLEMENTAL REGULATIONS) OF DIVISION 2 (MIXED-USE DISTRICTS) OF PART 2 (BASE, OVERLAY AND SPECIAL DISTRICTS) OF THE NEW CARSON ZONING CODE (CHAPTER 1 [ZONING] OF ARTICLE IX [PLANNING AND ZONING] OF THE CARSON MUNICIPAL CODE), TO MAKE VARIOUS MODIFICATIONS TO ENSURE COMPLIANCE WITH THE STATE HOUSING ELEMENT LAW, INCLUDING GOVERNMENT CODE SECTIONS 65583(c)(1) and 65583.2(h)-(i), AND CONSISTENCY WITH THE CITY'S 2021-2029 HOUSING ELEMENT

WHEREAS, on September 6, 2022, following a Planning Commission recommendation and duly noticed public hearings, the City Council adopted Resolution No. 22-193, adopting an addendum to a previously approved mitigated negative declaration and approving General Plan Amendment No. 22-01, a Subsequent Draft Revision to the City's Housing Element (a part of the City's General Plan) for the 2021-2029 planning period. The September 6, 2022 version of the adopted Housing Element was an update to a version of the Housing Element for the 2021-2029 planning period that the City Council had adopted in or about February of 2022, and contained revisions from said prior version that were made in response to comments from the California Department of Housing and Community Development ("HCD") in the course of its review for compliance with State Housing Element Law requirements. Pursuant to a City Council delegation of authority set forth in Resolution No. 22-193, additional minor modifications were made via Community Development Director approval in response to further comments of HCD.

WHEREAS, in November of 2022, the final modified version of the 2021-2029 Housing Element was submitted for HCD review and was approved by HCD as meeting the requirements of the State Housing Element Law via a letter dated November 8, 2022. However, because said approval was given after October 15, 2023, HCD indicated the City must complete certain rezoning action for a determination of full compliance. Specifically, the HCD letter stated, "[t]he adopted housing element meets the statutory requirements of State Housing Element Law (Gov. Code, Article 10.6). However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA) pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021)." The final, approved version of the 2021-2029 Housing Element is available at https://www.carson2040.com/, where it was published in November of 2022 ("Housing Element").

WHEREAS, Program 5 in Section 6.2 of the Housing Element provides that the City will undertake an update to its Zoning Ordinance to overcome governmental constraints to development in Carson, and that amendments to facilitate housing production would include the items listed in said Program 5, including (among other things) rezoning sites identified in the Housing Element's housing sites inventory to permit anticipated allowable densities per the 2040 General Plan and to ensure compliance with all by-right requirements provided in Government Code Section 65583.2(h)-(i).

WHEREAS, on April 4, 2023, following a Planning Commission recommendation and duly noticed public hearings, the City Council, by adoption of Resolution No. 23-062, approved and certified a Final Environmental Impact Report ("Carson 2040 General Plan EIR") and adopted General Plan Amendment No. 115-23, a comprehensive update and amendment to all elements of the Carson 2040 General Plan with the exception of the previously-approved Housing Element (referred to collectively with the Housing Element herein as the "Carson 2040 General Plan"). Multiple elements of the Carson 2040 General Plan contemplated or necessitated an update to the Carson Zoning Ordinance (Chapter 1 of Article IX of the Carson Municipal Code), including the Land Use Element, which established a new land use framework and classifications for the City, as the City's Zoning Ordinance is required by State law to be consistent with the City's General Plan. The Carson 2040 General Plan and the Carson 2040 General Plan EIR are available at https://www.carson2040.com/ and are incorporated herein by reference.

WHEREAS, pursuant to adoption of the Carson 2040 General Plan, on March 19, 2024, the City adopted Zoning Text Amendment ("ZTA") No. 195-23 (the "Phase 1 Code") and Zone Change ("ZC") No. 190-23 to effectuate Phase 1 of a comprehensive residential/mixed-use update and amendment to the Carson Zoning Ordinance and Zoning Map (collectively, the "Phase 1 Update").

WHEREAS, following adoption of the Phase 1 Update, City staff provided it to HCD for review and a determination of full compliance as referenced in HCD's November 8, 2022, letter. Following review and discussions with City staff, HCD advised City staff, in a letter dated April 7, 2025, and associated emails, that the amendments to the Phase 1 Code that are set forth in this Ordinance satisfy the requirements of, and are necessary in order for the City to comply with, Government Code Sections 65583(c)(1) and 65583.2(h)-(i) and accordingly, upon the City's adoption of this Ordinance and its transmittal to HCD, HCD will grant the City a full, unconditional certification of substantial compliance with State Housing Element Law.

WHEREAS, the changes set forth in this Ordinance will serve to promote the public health, safety and welfare, in that they will facilitate development and availability of affordable housing in Carson consistent with State law and the Housing Element in response to the statewide housing crisis.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference as findings of fact.

SECTION 2. CEQA. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. AMENDMENTS. The Phase 1 Code is hereby amended as follows (added text is indicated in ***bold italics***, deleted text in ~~strikethrough font~~):

A. Limitation 2 to Table 9211.3 (Development Regulations – Residential Zones) in Section 9211.3 (Development Regulations) of Division 1 (Residential Districts) of Part 2 (Base, Overlay and Special Districts) is amended as follows:

> "2. Up to 20% increase with additional active ground floor commercial or community benefits per Part 4, Division 8. ***For residential development on any site that is identified in the Housing Sites Inventory (Table C-17) in the City's 2021-2029 Housing Element to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i)) (which based on the Sites Inventory in place as of the date of adoption of Ordinance No. 25-2510, does not include any site in the MDR zone), minimum density is 20 units per net acre.***"

B. A new subsection (B) is hereby added to Section 9211.4 (Supplemental Regulations) of Division 1 (Residential Districts) of Part 2 (Base, Overlay and Special Districts) to read in its entirety as follows:

> "**B. Interim Development Impact Fee Reduction for Certain Developments**. Notwithstanding any provision of Article XI (Interim Development Impact Fees) of the Carson Municipal Code to the contrary, a multifamily residential development that meets all the following criteria is eligible for a five percent (5%) reduction in the amount of interim development impact fees which would otherwise be due and payable (pursuant to said Article XI) for the development as a whole:
>
> (i) at least 20 percent of the units in the development are affordable to "lower income households," as that term is defined in California Health & Safety Code Section 50079.5; and
>
> (ii) the development is located on a site that is that is identified in the Housing Sites Inventory (Table C-17) in the City's 2021-2029 Housing Element to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i).
>
> The manner of applying for, processing and approving fee reductions pursuant to this subsection (B) shall be governed by administrative regulations promulgated by the Director. The regulations shall conform as closely as possible to the provisions applicable to fee credits for demolition set forth in Carson Municipal Code Section 11800, but the lack of demolition or a required demolition permit for a project shall not preclude eligibility for the fee reduction pursuant to this subsection (B), and eligibility for the fee reduction pursuant to this subsection (B) shall be additional

to, rather than exclusive of, eligibility for any fee credits and reimbursements pursuant to Chapter 8 of said Article XI and any exemptions pursuant to Chapter 7 of said Article XI."

C. Note 3 to Table 9212.3 (Development Regulations – Mixed Use Districts) in Section 9212.3 (Development Regulations) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special Districts) is amended as follows:

"3. Up to 40% additional residential density with more ***than*** ~~that~~ 0.2 FAR new or replaced ground floor active commercial. ***For residential development on any site that is identified in the Housing Sites Inventory (Table C-17) in the City's 2021-2029 Housing Element to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i)), minimum density is 20 units per net acre.***"

D. Note 4 to Table 9212.3 (Development Regulations – Mixed Use Districts) in Section 9212.3 (Development Regulations) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special Districts) is amended as follows:

"4. Residential only permitted on sites included in the 2021-2029 Housing Element Sites Inventory and sites identified in Figure 9212.2, Flex District Housing Element Sites***; For residential development on any such site that is identified in the Sites Inventory to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i), minimum density is 20 units per net acre***. Sites in adopted Specific Plan Areas must comply with regulations in the Specific Plan."

E. A new Note 6 is hereby added to Table 9212.3 (Development Regulations – Mixed Use Districts) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special Districts) to read in its entirety as follows, and a corresponding superscript reference to this new Note 6 shall be added in the "Maximum Floor Area (FAR)" row of said table:

"6. For mixed-use development on any site having a zoning designation of CMX, DMX or FLX that is identified in the Housing Sites Inventory (Table C-17) in the City's 2021-2029 Housing Element to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i), residential use shall occupy at least two-thirds (2/3) of the total floor area of the mixed-use development."

F. A new subsection (R) is hereby added to Section 9212.4 (Supplemental Regulations) of Division 2 (Mixed-Use Districts) of Part 2 (Base, Overlay and Special Districts) to read in its entirety as follows:

"**R. Interim Development Impact Fee Reduction for Certain Developments**. Notwithstanding any provision of Article XI (Interim Development Impact Fees) of the Carson Municipal Code to the contrary, a multifamily residential development that meets all the following criteria is eligible for a five percent (5%) reduction in the amount of interim development impact fees which would otherwise be due and payable (pursuant to said Article XI) for the development as a whole:

(i) at least 20 percent of the units in the development are affordable to "lower income households," as that term is defined in California Health & Safety Code Section 50079.5; and

(ii) the development is located on a site that is that is identified in the Housing Sites Inventory (Table C-17) in the City's 2021-2029 Housing Element to accommodate the City's very low- or low-income housing need and that is subject to Government Code Section 65583.2(h)-(i).

The manner of applying for, processing and approving fee reductions pursuant to this subsection (R) shall be governed by administrative regulations promulgated by the Director. The regulations shall conform as closely as possible to the provisions applicable to fee credits for demolition set forth in Carson Municipal Code Section 11800, but the lack of demolition or a required demolition permit for a project shall not preclude eligibility for the fee reduction pursuant to this subsection (R), and eligibility for the fee reduction pursuant to this subsection (R) shall be additional to, rather than exclusive of, eligibility for any fee credits and reimbursements pursuant to Chapter 8 of said Article XI and any exemptions pursuant to Chapter 7 of said Article XI."

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published and codified in the manner required by law.

[signatures on the following page]

PASSED, APPROVED and **ADOPTED** by a vote of the City Council at a regular meeting of the City Council on this ___ day of _____, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney