CITY OF CORONADO

REQUEST FOR BIDS

FOR

CORONADO LIBRARY
CARPET REPLACEMENT PROJECT

Contract No. 20-CO-ES-730

All bid proposals must be received by the City Clerk at City Hall,
1825 Strand Way, Coronado, California 92118
PRIOR TO 2:00 p.m. April 2, 2020.
CONTENTS

INSTRUCTIONS TO BIDDERS

SPECIAL PROVISIONS

PART 1 – GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS
SECTION 2 – SCOPE AND CONTROL OF THE WORK
SECTION 3 – CHANGES IN WORK
SECTION 4 – CONTROL OF MATERIALS
SECTION 5 – UTILITIES
SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK
SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR
SECTION 9 – MEASUREMENT AND PAYMENT
SECTION 10 – DISPUTES

PART 2 – CONSTRUCTION MATERIALS: NOT USED

PART 3 – CONSTRUCTION METHODS

SECTION 300 – REMOVAL AND DISPOSAL OF MATERIALS
SECTION 302 – ROADWAY STAGING COORDINATION

PART 4 – SPECIAL PROVISIONS: NOT USED

BIDDER'S PROPOSAL
UNIT PRICE LIST
SUBCONTRACTOR LIST
CERTIFICATE REGARDING CONTRACTOR'S LICENSE
STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
PRELIMINARY SCHEDULE

ATTACHMENTS
ATTACHMENT A – Floor Plan and Specifications
ATTACHMENT B – Sample Agreement
ATTACHMENT C – State Prevailing Wage Rates
INSTRUCTIONS TO BIDDERS

1. Examination of Site and Contract Documents. The Bidder is required to examine carefully the site of work, proposal forms, plans, specifications, and special provisions for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

2. Contract Documents. The Notice Inviting Bids, Instructions to Bidders, Bidder’s Proposal (Forms A-1 through A-6), Plans, Standard Specifications, Special Provisions, Standard Drawings, Agreement, and any other documents referenced in the Agreement shall constitute the contract. Said documents are complementary and intended to yield a complete and finished project. Anything shown or required of the Bidder, in any one or more of said documents, shall be as binding as if contained in all of said documents. The Bidder will not be allowed to take advantage of any error, discrepancy or omission in any document, but shall promptly report to the City Engineer in writing any such matter discovered. The City Engineer will then decide what corrective action is needed and his decisions shall be final.

3. Addenda. Any addenda issued during the time of bidding, forming a part of the documents, shall be covered in the proposal and shall be made a part of the contract.

4. Contractor's License. No proposal will be accepted from a Bidder who has not been licensed in accordance with the provisions of Chapter 9, Division III, of Business and Professions Code of the State of California. In addition, Bidders must comply with California Labor Code Section 1771.1(a) written as follows:

“A contractor or subcontractor shall not be qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

5. Proposal Forms and Submittal.

a. The proposal shall be submitted on the attached Proposal Forms A-1 through A-6. All blanks on the proposal forms must be filled in.

b. If the proposal is made by an individual, it shall be signed and his full name and post office address shall be given. If made by a co-partnership it shall be signed with the co-partnership name by one of the partners, who shall sign his own name and, in addition, the name and addresses of each partner shall be given. If made by a
corporation, it shall be signed by two officers, attested by the corporate seal; the name of the state under the laws of which the corporation was incorporated shall be given; and names, titles, and addresses of all officers of the corporation shall be given.

c. The Bidder’s Proposal (Form A-1) shall be completed and signed by an individual clearly authorized to bind the Bidder. All addenda issued shall be acknowledged on the proposal form.

d. The Proposal Form (Form A-2) shall give the unit and total price. In the event the unit price and total amount for any items are not in agreement, the unit price shall govern and the total corrected thereto.

e. The Subcontractor List (Form A-3) shall be prepared in accordance with Section 4104 of the California Public Contract Code describing the portion of work to be performed and providing the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code 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, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

f. The Certificate regarding Contractor’s License (Form A-4) shall be prepared in acknowledgment of Section 7028.15 of the Business and Professions Code.

g. The Statement of Experience and Financial Condition (Form A-5) shall be completed with supporting documentation and signed by an individual clearly authorized to bind the Bidder.

h. The Preliminary Schedule (Form A-6) shall be completed and signed by an individual clearly authorized to bind the Bidder.

i. The complete proposal including proposal guarantee and surety insurer supporting documentation shall be enclosed in a sealed envelope, endorsed with the Bidder’s company name and address on the upper left corner. The name of the project, hour and date of bid opening (as shown in Notice Inviting Bids), and the words “Sealed Bid” shall be written on the sealed envelope.

j. Proposals not received and stamped "RECEIVED" prior to the hour and the date set forth in the Notice Inviting Bids shall be declared late and returned unopened to the Bidder. The Bidder shall have sole responsibility for timely delivery.
6. **Proposal Guarantee.** All proposals shall be accompanied by cash, certified check, cashier’s check, or bidder’s bond duly executed by an approved surety insurer, made payable to the City of Coronado, for an amount equal to at least ten percent of the amount of said proposal. Any surety insurer must be authorized to transact surety insurance in California, and have assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond.

If a bidder’s bond is submitted with the proposal, the bidder shall also be required to submit the following documentation from the surety insurer:

a. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

Before the award of the Contract, the Contractor may also be required to submit the following documentation regarding the surety insurer:

b. A copy of the certificate of authority of the insurer issued by the Insurance Commissioner. A certified copy may be requested before award of the contract.

c. A certificate from the county clerk of the county in which the court or officer is located attesting that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that the renewed authority has been granted.

d. A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond. The financial statement shall be made by an officer’s certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer, the financial statement may, instead of an officer’s certificate, be verified by the oath of the principal officer or manager residing within the United States.

No proposal shall be considered unless such guarantee and supporting documentation is enclosed therewith guaranteeing that the bidder will enter into the proposed contract if awarded.

7. **Withdrawal of Proposals.** Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with City Clerk. The withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal.

8. **Rejection of Proposals.** Proposals may be rejected if they show any alterations of the forms, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kind; however, the Coronado City Council reserves the right to reject any and all proposals and to waive irregularities.

9. **Disqualification of Bidder.**
a. More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested.

b. If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding of the contract.

c. Proposals in which the prices are obviously unbalanced may be rejected.

d. If the experience or financial background of a Bidder is inadequate or past performance has been unsatisfactory, the proposal may be rejected.

10. Return of Proposal Guarantees. Within 10 days after the award of the Contract, the City Clerk will return all the proposal guarantees accompanying the proposals, which are not to be further considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which all proposal guarantees, except those forfeited, will be returned to the respective Bidders.

11. Acceptance or Rejection of Proposals. The Coronado City Council reserves the right to accept or reject any or all proposals, or to waive any irregularities or informalities in the proposals or in the proposal process; and to make an award on the base proposal or on the basis of any combination of proposal schedules to alternates listed in the proposal which, in its opinion, serves the best interest of the City of Coronado.

12. Americans with Disabilities Act. The contractor acknowledges its obligations under the Americans with Disabilities Act (ADA) in all regulations and practices pertaining thereto, including, but not limited to discrimination against qualified individuals with disabilities in employment, transportation, public accommodation, telecommunications, and in all activities, programs, and services of the contractor.


   a. In accordance with the California Labor Code, Contractor must pay not less than prevailing wage rates as determined by the Director of Industrial Relations for all work done under this Contract pursuant to the all applicable laws and regulations and as noticed in Attachment B, which obligations include, but are not limited to, the following:

      i. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”).
      ii. Contractor and all subcontractors listed in the bid proposal must be registered with the DIR pursuant to Labor Code Section 1725.5.
iii. Contractor must furnish electronic certified payroll records (online) to the Labor Commissioner.

15. *Unfair Business Practice Claims.* In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.
SPECIAL PROVISIONS

The following revisions and additions supplement the Standard Specifications referenced in Subsection 2-5. The paragraphing follows that of the Standard Specifications.
PART 1 – GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

Agency The City of Coronado
Board The City Council of the City of Coronado
Engineer The representative of the City Engineer who is assigned to inspect conformance of the work in accordance with the plans and specifications.

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT

2-1.1 Award of Contract. The proposals will be compared on the basis of the total price of all items. The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be within sixty (60) days after the opening of the proposals. All proposals will be compared on the basis of the Engineer’s Estimate. Contractor shall submit to the City, when requested and prior to the award of the contract, a financial statement and resume of previous work of a similar nature.

2-1.2 Execution of Contract.

a. The Contract shall be signed by the successful bidder in triplicate counterpart and returned, together with the contract bonds and insurance, within ten (10) days from mailing the Contract to Contractor. No contract shall be binding upon the City until same has been completely executed by Contractor and the City.

b. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time limit above may be just cause for the annulment of the award and the forfeiture of the proposal guarantee.

2-2 ASSIGNMENT

2-2.1 Contractor Indebtedness. Indebtedness incurred for any cause in connection with this work must be paid by Contractor and the City is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract and Contractor will indemnify and hold harmless the City and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.
Before execution of the Contract by the Agency, the Bidder shall file with the Agency surety bonds satisfactory to the Board in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety authorized to issue such bonds in the State of California, which has assets that exceed its liabilities in an amount equal to, or in excess of, the amount of the bond. The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide, and maintain two good and sufficient surety bonds. The Payment Bond (Material and Labor Bond) shall be for not less than one hundred percent (100%) of the Contract Price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the Work. The bond shall be maintained by Contractor in full force and effect until the Work is accepted by the Agency, and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The Performance Bond shall be for one hundred percent (100%) of the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, Contractor shall renew the bond within ten (10) days after receiving notice from the Agency.

The Bidder shall submit along with the two bonds the following documentation from the surety insurer:

a. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

b. A copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

c. (If the Agency so requests) A financial statement of the assets and liabilities of the insurer at the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond. The financial statement shall be made by an officer’s certificate as defined in Section 173 of the Corporations Code. In the case of a foreign insurer the financial statement may, instead of an officer’s certificate, be verified by the oath of the principal officer or manager residing within the United States.
Should any Surety at any time be unsatisfactory to the Board, notice will be given Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Board.

Changes in the Work, or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

### 2-5 PLANS AND SPECIFICATIONS

**2-5.1 General.** Except as otherwise noted or specified, the work shall be done in accordance with the following referenced specifications and drawings, which are on file in the Public Services & Engineering Department.

<table>
<thead>
<tr>
<th>Document</th>
<th>Date Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Regional Standard (SDRSD) Drawings, 2018 Edition</td>
<td>May 21, 2019</td>
</tr>
<tr>
<td>City of Coronado-annotated SDRSD Drawings, 2018 Edition</td>
<td>May 21, 2019</td>
</tr>
</tbody>
</table>

Copies of the City-annotated standard drawings are available from the Public Services & Engineering Department, 1825 Strand Way, Coronado, California 92118.

**2-5.3 Submittals.**

**2-5.3.1 General.** When submittals are required by Plans or Specifications, or as directed by the Project Manager, they may be shop drawings, product data, samples or documents to ensure that the work is in accordance with the Contract documents. Contractor shall provide the submittals within fifteen (15) calendar days from the Notice to Proceed from the City. Contractor is responsible for coordinating, scheduling, sequencing and preparing submittals so that work will not be delayed.

Initial submittals requiring approval will be reviewed at no cost to the Contractor. The cost of reviewing resubmittals, for reason of failure to meet Contract requirements, shall be at the expense of Contractor.

Contractor shall furnish five (5) copies (unless otherwise specified herein) of the required submittals to the Project Manager or submit electronically as “pdf” files if authorized by the Project Manager. Contractor shall ensure no work has begun until submittals for that item of work have been returned approved.
2-5.3.1.1 Submittals Required. The following submittals shall include, but not be limited to:

1. Construction Schedule
2. Carpet, Backing, Adhesive with MSDS sheets
3. Base
4. Transition Strips and Sheet Vinyl Cove Caps
5. Floor Tile (at drinking fountain and restroom alcove)
6. Resilient Flooring Sheet Vinyl

2-5.3.3 Shop Drawings. Contractor agrees that Shop Drawing Submittals processed by the Project Manager are not Change Orders; that the purpose of Shop Drawing Submittals by the Contractor is to demonstrate to the Project Manager that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods that he/she intends to use. Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawing Submittals and the contract documents in the form of design drawings and specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Project Manager, the design drawings and specifications shall control and shall be followed. Shop drawings shall include complete fabrication, assembly, and installation drawings for the complete assembly of the system with all components, equipment, and parts, each with an assigned number corresponding to the system manufacturer’s parts list. Shop drawings shall also show construction details for each component and piece of equipment. All samples and shop drawings are to be submitted to City within thirty (30) calendar days of the Notice to Proceed. Contractor shall submit shop drawings for the items indicated in the specifications.

2-5.4 Record Drawings. Accurate and legible records shall be kept on a set of contract drawings of all changes of work that occur during construction. Contractor shall record the exact location by dimension, and exact depth, by elevation, of all installed material, etc. All information necessary to maintain and/or service any concealed work shall be noted on these record drawings. Such records shall be kept up to date with all entries checked by the Project Manager before the work is buried or covered up. Prior to field acceptance, Contractor shall deliver this information to the Project Manager.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK

3-3.2.3 MARKUP

(a) Work by Contractor. The following percentages shall be added to the Contractor’s cost and shall constitute the markup for all overhead and profits:

1. Labor .................... 20%
2. Materials ..................... 15%
3. Equipment Rental ............. 15%
4. Other Items and Expenditures .... 15%
To the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding.

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent (10%) on the first $5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.2.1 Property Rights in Material. Nothing in the contract shall be construed as vesting in Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil. All such materials shall become the property of the City upon being so attached or affixed.

4-1.4 Test of Materials. Tests shall be made by and at the expense of the City after a request by Contractor in such number and at such location as deemed necessary by the Project Manager to ensure compliance with Specifications; however, the cost of retesting any portion of the work that has failed the initial tests taken by the City shall be borne by Contractor.

4-1.9 Storage of Materials. Area available within the City of Coronado for storage of materials is limited. Contractor should assume that all materials shall be stored off-site and delivered to the job site as required for construction. If an area within the City is allowed to be used as a storage area, the site shall be kept in a clean condition to the satisfaction of the City and shall conform with Best Management Practices to avoid run-off contamination.

SECTION 5 – UTILITIES

5-2.1 Damage by Contractor. Damage to any existing utility by the Contractor that is discovered within one (1) year after acceptance of the work by the City shall be repaired by Contractor at his expense.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1. Construction Schedule. Prior to award of Contract, and prior to the start of any work, the Contractor shall submit its proposed detailed construction schedule to Project Manager for approval. The schedule shall be in the critical path format developed via project management software such as Primavera or Microsoft Project, and shall identify milestones and be sufficient to show chronological relationship of all activities of the Work. These include but are not limited to: Notice to Proceed (NTP) which represents the commencement of the Work, estimated start and completion date of various activities and carpet area phases, submission of
submittals, procurement of materials and scheduling of equipment, and Time of Completion (TOC) which represents the final completion of the Work. The duration between the NTP and TOC shall represent the Contract Time. The construction schedule shall incorporate the requirements of Greenbook section 402-5 and reflect the completion of the Work within the specified Contract time and in conformance with the Contract Documents.

If the Contractor wishes to make a major change in the method of operations after beginning construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Project Manager a revised construction schedule in advance of beginning revised operations. **Failure to comply with schedule specifications may delay progress payments.**

**6-1.1 Progress Reporting.** Contractors shall utilize schedule updates as method to reflect current developments on the project. Schedule updates will be done at least monthly, or as requested by Project Manager. The Contractor will be responsible for preparing percentage of completion per activity, which Project Manager will review and assess against pay application requests. In addition to assigning percentage of completion, the monthly update should specify the actual start date for activities that have started since the last report and completion dates for those activities that have been completed. Should there be logic changes to the as-planned schedule, these changes should be noted in the monthly update as well. If there is a disagreement between the City and Contractor over the status of an activity, the City’s determination will prevail.

**6-1.2 Ownership of Float.** Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities of the schedule. Float or slack is not time for the exclusive use or benefit of either the City or the Contractor. Extensions of time for performance will be granted to the extent that equitable time adjustments for the activities or activities affected exceed the total float or slack available.

**6.2 Extensions of Time.** Should Contractor incur a delay, a written request to the Project Manager stating the reason(s) for the delay and the number of working days required shall be submitted within five (5) working days after the delay was incurred. The Project Manager shall respond in writing within five (5) working days of the date of receipt of the request. Extension of time, if granted, shall follow the change order process. Time extensions, when granted, will be based upon the effect of the delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

**6-7 TIME OF COMPLETION**

Contractor shall complete the work within the Contract Time after the commencement date specified in the Notice to Proceed.

**6-9 LIQUIDATED DAMAGES**
Failure of Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Subsection 6-6, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of $750.00.

Execution of the Contract shall constitute agreement by the City and Contractor that $750.00 per day is the minimum value of the costs and actual damages caused by the failure of Contractor to complete the Work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due Contractor if such delay occurs.

6-11 GUARANTEE

All work shall be guaranteed by Contractor for a period of one (1) year from the date of acceptance of the work against defective workmanship and materials furnished by Contractor. Contractor shall promptly replace or repair, in a manner satisfactory to the Project Manager, any such defective work after notice to do so from the Project Manager, and upon Contractor’s failure to make such replacement or repairs promptly, the City may perform this work and the Contractor and his surety shall be liable for the cost thereof.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-2 LABOR

7-2.1 Laws. Pursuant to Sections 1720 et seq. and 1770 et seq. of the California Labor Code, Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate or per diem wages are on file in the City Engineer’s office, which copies shall be made available to any interested party on request at the posted reproduction charge. Contractor shall post a copy of such wage determinations at each job site.

Replace with the following:

7-2.2 Payroll Records. Contractor shall furnish the City certified payroll records for all persons employed by the Contractor and subcontractors in connection with work on the project. Failure to do so will delay payments to the Contractor until such certified payrolls are received by the City. Contractor shall furnish electronic certified payroll records (online) to the Labor Commissioner in addition to submitting records to the City, as applicable.

7-3 INSURANCE

7-3.2 General Liability Insurance. Contractor shall obtain and, during the term of the Agreement, shall maintain a commercial general liability (CGL) insurance policy for bodily injury, personal injury, and property damage in an amount of not less than two million dollars
($2,000,000) per occurrence and four million dollars ($4,000,000) aggregate which shall contain the following coverage:

1. Manufacturers’ and Contractor’s liability.
2. Broad form property damage.
3. Owner’s and Contractor’s protective liability.
4. Broad form contractual liability.
5. Products and completed operations coverage.
6. Coverage for explosion, collapse, or underground property damage (X, C, U Hazards).

The CGL insurance policy shall be written on an ISO Occurrence Form CG 00 01 12 07, or a substitute form providing equivalent coverage.

Contractor shall likewise obtain and, during the term of the Agreement, shall maintain an automobile liability insurance policy for bodily injury, personal injury and property damage in an amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. Said insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The automobile insurance policy shall be written on an ISO Form Number CA 0001, or a substitute form providing equivalent coverage.

The City of Coronado shall be listed as additionally insured on the required CGL and automobile general liability policies. The Additional Insured Endorsement shall be an ISO Form 20 10 11 85 or an ISO Form 20 10 10 01 and 20 37 10 01, or their equivalent, including coverage for the City with respect to liability arising out of the completed operations of the Contractor. Completed operations coverage shall be maintained in effect for the benefit of the City for a period of two (2) years following the completion of the work specified in the Agreement.

**The City of Coronado shall accept no endorsement or modification to the CGL limiting the scope of coverage required in this Section.**

The policy shall contain a provision stating that Contractor’s policy is primary insurance and that insurance (including self-retention) of the City or any named insured will not be called upon to contribute to any loss. The insurance policies must provide that they remain in force for not less than thirty (30) days after a notice is given to the City of the policy’s expiration or cancellation. Contractor’s insurance will not be accepted if these requirements are not met and evidenced in the submitted documents.

Contractor shall furnish certificates of said insurance and policy endorsements to the Contract Officer prior to commencement of work under the Agreement. Failure on the part of Contractor to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the City may terminate the Agreement with the Contractor.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by City, Contractor shall furnish copies of certificates of insurance and policy endorsements evidencing coverage for each subcontractor.
Contractor shall maintain Workers’ Compensation insurance and employer’s liability insurance to protect City against all claims under applicable state and federal Workers’ Compensation laws. Insurance coverage shall not be less than the statutory minimum for Workers’ Compensation, and $1,000,000 for employer’s liability. The Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its elected officials, officers, employees, agents, representatives and volunteers.

7-5 PERMITS

7-5.1 Licenses. The Contractor shall obtain and pay costs incurred for all licenses necessitated by his operations. Contractor shall obtain a City of Coronado Business License prior to commencing any work on this project.

7.8 WORK SITE MAINTENANCE

7-8.6 Water Pollution Control

7-8.6.1 General. The Contractor shall prepare and submit a Best Management Practices (BMP) plan for construction to the City for review and approval. The plan shall indicate what BMPs will be utilized by the Contractor and where they will be located in order to comply with minimum construction BMP requirements for the City of Coronado as well as all local, state and federal regulations including, but not limited to:

1) Water quality requirements as set out in the City of Coronado’s Municipal Code Title 61 “Storm Water and Urban Run-off Management and Discharge Control.”
2) California Regional Water Quality Control Board, San Diego Region, Order R9-2013-0001 and subsequent amendments regarding National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) draining the watersheds within the San Diego Region.
3) The most current General Construction Activity Storm Water Permit (GCASP).

The BMP Construction Plan shall be submitted utilizing the City’s boilerplate format (available online or by staff) for minimum construction BMPs with all required project Submittals and must be approved prior to issuance of a Notice to Proceed unless otherwise approved by the Project Manager. This project is considered an exempt project. Although the project is considered “exempt,” The Contractor shall implement, monitor, and revise the BMP Construction Plan if required and as needed to suit changing Project site conditions and/or when properly installed systems are ineffective.

The Contractor shall implement, monitor, and revise the BMP Construction Plan as needed to suit changing Project site conditions and/or when properly installed systems are ineffective. Review and approval of the BMP Construction Plan and field inspections completed by the Agency do not relieve Contractor from liabilities arising from non-compliance of storm water pollution regulations.
Compliance with State Water Resources Control Board (SWRCB) requirements is the sole responsibility of Contractor. All fines levied as a result of the Contractor’s failure to comply with the requirements of SWRCB, and/or the BMP Construction Plan, shall be the Contractor’s responsibility. If there is any fine against the Agency due to non-compliance by the Contractor, Agency shall recover all costs of the fine by deducting monies from payments due to the Contractor.

Time extensions will not be allowed for any suspension of work as a result of the Contractor’s non-compliance with the BMP Construction Plan.

7-8.6.3 Storm Water Quality Management Plan (SWQMP). The Contractor shall implement the SWQMP with these Special Provisions. The Notice of Intent will be filed by the City. The Contractor shall implement, monitor, and revise the SWQMP as needed to suit changing Project site conditions and/or when properly installed systems are ineffective.

Implementation of the SWQMP and field inspections completed by the Agency does not relieve Contractor from liabilities arising from non-compliance of storm water pollution regulations.

Compliance with State Water Resources Control Board (SWRCB) requirements is the sole responsibility of Contractor. All fines levied as a result of the Contractor’s failure to comply with the requirements of SWRCB and/or the SWQMP shall be the Contractor’s responsibility. If there are fines against the Agency due to non-compliance by Contractor, Agency shall recover all costs of the fine by deducting monies from payments due to the Contractor.

Time extensions will not be allowed for any suspension of work as a result of the Contractor’s non-compliance with the SWQMP.

7-8.6.5 Payment. Payment for the preparation and implementation of the BMP Construction Plan/SWQMP shall be included in the lump sum bid price for BMP Construction Plan/SWQMP Preparation & Implementation.

7-10 SAFETY

7-10.1.1 Work Area Hazards. Upon completion of each day’s work, the Contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices, and barricades.

7-10.2.1 Storage of Equipment and Materials in Public Streets. Approval in writing must be obtained from the Project Manager to store equipment or materials within public rights-of-way.

7-10.2.2 Storage of Portable Restrooms. The Contractor shall be permitted to use the public right-of-way during public improvement projects for temporary storage of portable restrooms; however, the containment and location must be as follows:
1. Each portable restroom facility (port-a-potty) must be supplied with a spill tray or other type of secondary containment.
2. Each portable restroom staged on a public street must be relocated every five (5) days or placed within a secured, screened, fenced staging area approved by the Project Manager.

7-10.4 Safety.

7-10.4.1.2 Work Site Safety Official. The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

The duty of the City and its consultants is to conduct construction review of the Contractor’s performance and shall not include a review or approval of adequacy of the Contractor’s safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City’s inspector or other representative. In addition, the Contractor must promptly report in writing to the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on or adjacent to the site, giving full details and statements of witnesses.

7-10.4.1.3 Public Safety During Non-Working Hours. Notwithstanding the Contractor’s primary responsibility for safety on the job site when the Contractor is not present, the Project Manager, at his option after attempting to contact the Contractor, may direct City forces to perform any functions he may deem necessary to ensure public safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor will bear all expenses incurred by the City.

In all cases, the judgment of the Project Manager shall be final in determining whether or not an unsafe situation exists.

7-10.4.2 Safety Orders.

7-10.4.2.1 General. The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and is not limited to normal working hours. Safety provisions shall conform to U. S. Department of Labor, the California Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and city laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor’s failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.
The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions.

7-13 LAWS TO BE OBSERVED

7-13.1 Noise Control. Contractor shall adhere to the applicable provisions of Title 41 of the Coronado Municipal Code, Noise Abatement and Control Ordinance; and, in particular, shall observe the construction noise curfew between 7:00 p.m. and 7:00 a.m. of any weekday and at all times on Sundays and holidays (Sections 41.10.040 and 41.10.050) as described below:

41.10.040 Construction Noise Curfew.

A. It shall be unlawful for any person, between the hours of 7:00 p.m. and 7:00 a.m. of any day or on legal holidays and Sundays to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create a disturbing, excessive or offensive noise unless a noise control permit has been applied for and granted beforehand by the Noise Control Officer. In granting such a permit, the Noise Control Officer should consider whether the construction noise in the vicinity of the proposed work site would be less objectionable at night than during the daytime; whether obstruction and interference with traffic, particularly on streets of major importance, would be less objectionable at night than during the daytime; whether the type of work to be performed emits noises at such a low level as to not cause significant disturbances in the vicinity of the work site; the character and nature of the neighborhood of the proposed work site; whether great economic hardship would occur; if the work is in the general public interest; and he shall prescribe such conditions, working time, types of construction equipment to be used and permissible noise levels as he deems to be required in the public interest.

B. The provisions of Subsection A of this Section shall not apply to emergency work as defined herein, provided that the Noise Control Officer shall be notified in writing of such emergency work no later than forty-eight (48) hours after work commences.

41.10.050 Construction Noise Limits.

Except as provided in Section 41.10.040 B above, it shall be unlawful for any person, including the City of Coronado, to conduct any construction activity so as to cause, at or within the property lines of any property zoned residential, an average sound level greater than seventy-five (75) decibels during a one-hour period any time between the hours of 7:00 a.m. and 7:00 p.m. unless a variance has been applied for and granted by the Noise Control Officer.

SECTION 8 – OMIT

SECTION 9 – MEASUREMENT AND PAYMENT
9-3 PAYMENT

9-3.2 Partial and Final Payment. From each progress estimate, five percent (5%) will be deducted and retained by the City and the remainder, less the amount of all previous payments, will be paid to the Contractor. The five percent (5%) retention shall apply to all work done regarding which there is no dispute.

9.3.3 Standard Pay Application.

SECTION 10 – DISPUTES

10-1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provision of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved, along with recommended methods of resolution that would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

10-2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the City Engineer to be resolved.

10-3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law or in equity.

10-4 Pursuant to Public Contracts Code section 20104, a claim by the Contractor for a time extension; payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the City, shall be dealt with as follows:

A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of claims.

B. Claim of less than fifty thousand dollars ($50,000):

1. For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

3. The City’s written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

C. Claim of fifty thousand dollars ($50,000) or more:

1. For claims of fifty thousand dollars ($50,000) or more, the City shall respond in sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3. The City’s written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

D. If the claimant disputes the City’s written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within fifteen (15) days of receipt of the local agency’s response or within fifteen (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 a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

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

F. A civil action filed to resolve a claim subject to Section 10-4 of this Contract shall be subject to the provisions of PCC Sections 20104.4 and 20104.6.
END OF PART 1
SPECIAL PROVISIONS

PART 2 – CONSTRUCTION MATERIALS

The following Sections supplement and supersede the Standard Specifications. The numbering and paragraphing follows that of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2018 Edition.

NOT USED

END OF PART 2
300-1 REMOVAL and DISPOSAL of MATERIALS

300-1.3 Removal and Disposal of Materials.

300-1.3.1 General.

The Contractor shall remove all debris from the project site by the end of each work day. The Contractor shall remove all items indicated on plans and as necessary to complete the work and/or as may be directed by the Project Manager, to the satisfaction of the Project Manager.

The Contractor shall submit proposed salvage, demolition, and removal procedures for approval before work is started. Procedures shall provide for careful removal and disposition of materials specified for salvaging, coordination with other work in progress, a disconnection schedule of all utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

The Contractor shall use extreme caution in protecting all existing improvements adjacent to the project including PCC improvements, irrigation facilities and appurtenances, trees, water meters, parkway drains, walkways, brickwork, etc. Contractor shall be responsible for replacing damaged improvements in kind as a result of construction operations.

Vehicle and Equipment Storage and Maintenance Area. Payment will be considered as included and made to the contractor at the contract bid price for Mobilization. Payment will include the installation, maintenance, relocation (as deemed necessary by the contractor), and removal and disposal of all materials resulting from the use of the area.

SECTION 302 – ROADWAY STAGING COORDINATION

302-4.5 Scheduling Public Convenience and Traffic Control.

In addition to the requirements of Part 6, the Contractor shall comply with the following:

The Contractor shall be responsible for furnishing, posting, and removing “Temporary No Parking” signs along all routes.

“Temporary No Parking” signs required for the project shall be posted at least seventy-two (72) hours before the effective date and time. The date and day of week must be marked on each sign. The Contractor is responsible for posting “No Parking” signs on any section of street where such a prohibition is necessary to allow the work to be accomplished. The number of “No Parking” signs required to provide adequate notice shall be determined by the Contractor and approved by the Project Manager. Generally, signs shall be no greater than fifty (50) feet apart and be facing oncoming traffic. If weather or other circumstances prevent work to be finished before expiration
of the posted parking ban, new signs with revised “No Parking” information shall be posted at least seventy-two (72) hours before any tow-aways are requested by the Police Department. It is the Contractor’s responsibility to contact the Police Department and arrange for tow-aways.

The following entities shall be notified at least seventy-two (72) hours in advance of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. City Engineer
2. Solid Waste Disposal Company (EDCO)
3. Post Office
4. Schools

The Contractor is responsible for noticing residents and businesses on streets adjacent to any project work by use of paper door hangers. Such door hangers shall also give specific information as to the dates and times when parking is prohibited, and shall be posted seven (7) calendar days before the effective date. Information on the door hanger shall include the anticipated dates of the work, the name of the company performing the work, and the name and phone number of a designated company contact for the project. Information to be provided on the door hanger shall be approved by the Project Manager prior to distribution.

In addition to the paper door hangers, the Contractor shall make the following special notifications:

For convenience to the Contractor in complying with other provisions of this section, the following telephone numbers are listed:

<table>
<thead>
<tr>
<th>Service</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency</td>
<td>911</td>
</tr>
<tr>
<td>Fire Department</td>
<td>522-7374</td>
</tr>
<tr>
<td>Police Department</td>
<td>522-7350</td>
</tr>
<tr>
<td>Engineering Division</td>
<td>522-7383</td>
</tr>
<tr>
<td>Public Services Division</td>
<td>522-7380</td>
</tr>
</tbody>
</table>

If the above telephone numbers are changed, the Contractor is not relieved of responsibility for notifying the various departments.

END OF PART 3
PART 4 – SPECIAL PROVISIONS


NOT USED

END OF PART 4
SPECIAL PROVISIONS – PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 601 – WORK AREA TRAFFIC CONTROL

601-1.1 General. No street will be closed to traffic unless written authorization has been obtained from the City Engineer. In accordance with Section 2-5.3, the Contractor shall submit a detailed traffic control plan for directing traffic around/through the construction site. The Traffic Control Plan shall follow the general guidelines of the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Temporary stop signs shall be placed when work disrupts the view of stop signs and any time when the stop legends or stop bars are removed or covered.

Steel plate covers, if required on roadways, shall be recessed by milling into the existing asphalt to set the plate flush with the surface of the existing roadway. The depth and width of the milling shall match the thickness and size of the steel plate to be used. The steel plate shall overlap a minimum of twelve inches (12") on the existing milled asphalt on all sides of the trench. The gap between the edge of the steel plate and the existing adjacent asphalt shall be filled with temporary asphalt.

Upon completion of each day’s work, the Contractor shall leave the work area free of hazards and shall provide all necessary temporary signs, warning devices and barricades. Temporary access is to be provided for all adjacent properties during non-construction hours.

601-3 Payment. The contract lump sum price for Traffic Control shall be considered as full compensation for furnishing all labor, materials, tools and equipment, and for all work involved in the removal and replacement of painted lines, markings, raised pavement markers, and signage and no additional compensation will be allowed therefor. Traffic Control shall also be considered to include all required notifications in accordance with Section 302-4.5 and Part 6.
BIDDER’S PROPOSAL

To the Honorable Mayor and Council of the City of Coronado:

In compliance with the NOTICE INVITING BIDS, the undersigned hereby proposes to furnish any and all labor, materials, and equipment for the CORONADO LIBRARY CARPET REPLACEMENT PROJECT and appurtenant work contained in the contract documents. Work is to be done and materials to be furnished in strict conformity with the plans and specifications now on file with the City Engineer at the prices shown on Page A-2 of this proposal.

The undersigned has examined the location of the proposed work, and is familiar with the plans and specifications and the local conditions at the place the work is to be done, and also understands that all labor and materials to be furnished shall be for the bid price, including sales tax upon any materials so furnished. The undersigned has also carefully checked all of the figures given and understands that neither the City of Coronado nor any officer thereof will be responsible for any errors or omissions on the part of the undersigned in submitting this bid.

Receipt is hereby acknowledged of Addenda No.(s)__________.

The undersigned have examined the schedule of prevailing wage rates for the types of work to be done on this project and agree to pay not less than these rates. Furthermore, the undersigned certify that the bidder is registered with the State of California Department of Labor Compliance in accordance with Labor Code Section 1725.5 and that its public works registration number is: __________.

Enclosed please find a bidder’s bond or certified check in the sum of ___________________ ($_________), which is not less than ten percent (10%) of the bid, made payable to the City of Coronado.

SIGNATURES (Note: If Bidder is a corporation, two signatures by company officers are required):

Name and Address of Company

California Contractor License Number

Signature

Signature

Name (print or type)

Name (print or type)

Date

Date

A-1 of 6
UNIT PRICE LIST

DATE: ______________________

To the Honorable Mayor and City Council of the City of Coronado

I/We agree to construct the **CORONADO LIBRARY CARPET REPLACEMENT PROJECT** for the prices listed below:

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Carpet Tile</td>
<td></td>
<td>SQUARE FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Broadloom Carpet</td>
<td></td>
<td>SQUARE FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Base, Transition Strips, and Cove Caps</td>
<td></td>
<td>LINEAL FOOT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>General Conditions</td>
<td></td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bonds &amp; Insurance</td>
<td></td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

TOTAL (in words)_____________________________________________________________

______________________________________________
Date                                                Signature of Bidder

A-2 of 6
SUBCONTRACTOR LIST

CORONADO LIBRARY CARPET REPLACEMENT PROJECT

To the Honorable Mayor and Council of the City of Coronado

As specified in the Standard Specifications, Subsection 2-3, the following is submitted for each subcontractor to be employed on the project:

(As specified in Section 2-3.2 of the Standard Specifications, the contractor shall perform, with its own organization, contract work amounting to at least 50% of the contract price.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>NAME</th>
<th>ADDRESS</th>
<th>DIR PW#</th>
<th>CLSB LICENSE #</th>
<th>$ VALUE OF WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

As specified in the Standard Specifications, Subsection 7-4 the following is submitted:

I hereby certify that I have read and examined Sections 3700 and 3800 of the State Labor Code. I am aware of and will comply with Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work. I further certify that if I should contract or subcontract with any person, firm, or company to do all or any part of the work for which this bid covers, I shall assure compliance by that contractor or subcontractor with Sections 3700 and 3800 of the State Labor Code. I further certify that all contractors (both primary and subcontractors) are registered with the State of California Department of Industrial Relations in compliance with Labor Code Section 1725.5.

__________________________      _________________________________
Date      Signature of Bidder

A-3 of 6
CERTIFICATE REGARDING CONTRACTOR’S LICENSE

CORONADO LIBRARY CARPET REPLACEMENT PROJECT

1. Bidder is required to possess the following State Contractor’s License: C-15 Flooring Contractor License Requirement.

2. A failure to possess the required license, a failure to truthfully set forth the following information, or a failure to execute this Certificate renders the bid nonresponsive and requires the City to reject the bid (Business and Professions Code Section 7028.15).

3. Bidder declares, under penalty of perjury, that bidder possesses the required Contractor’s license, as follows:

   a. Bidder’s license number _________________; and

   b. Expires on: _____________________________

      Signature: ______________________________

      Title: _________________________________

      Date: _________________________________
STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION
IN SUPPORT OF BID ON

CORONADO LIBRARY CARPET REPLACEMENT PROJECT

The bidder represents that the bidder has a demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the proposed contract in a manner that is satisfactory to the City. The bidder represents that the bidder’s financial resources, surety and insurance experience, construction experience, completion ability, personnel, current workload, and experience in dealing with private owners and public agencies all suggest that the bidder is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

In support of these representations, the bidder presents herewith letters of commendation/recommendation, lists of similar public works contracts accomplished during the preceding five years that identify the governmental agency, titles of lawsuits involving bidder during the preceding ten years, and such other documents that the bidder deems necessary to satisfy the bidder's bid obligation. The supporting documents are enclosed herewith.

SIGNATURE OF CONTRACTOR

This document is signed by an individual clearly authorized to bind the contractor.

CONTRACTOR: _______________________________________________________

ADDRESS: _______________________________________________________

PHONE NUMBER: _________________________________________________ 

BY: _______________________________________________________

Signature                                                               Date

_______________________________________________________
Title

A-5 of 6
PRELIMINARY SCHEDULE

DATE: ______________________

To the Honorable Mayor and City Council of the City of Coronado

Time is of the essence to complete the performance of work under this contract as quickly as possible to minimize disruption to the patrons of the Coronado Library.

I/We agree to construct the Coronado Library Carpet Replacement Project in _____ Working Days from the Notice to Proceed (NTP) to Time of Completion (TOC). The duration between the NTP and TOC shall represent the Contract Time.

_________________________________  ___________________________________
Date                                      Signature of Bidder
NON-COLLUSION DECLARATION
Coronado Library Carpet Replacement Project
Contract No. 20-CO-ES-730

State of California )
) ss.
County of )

I, ______________________________________________, the undersigned, declare:

(Name of Bidder’s Principal)

I am the _______________________________________ of

(Title)

___________________________________________, the party making the foregoing bid.

(Name of Bidder)

I further declare that in compliance with Public Contract Code section 7106, 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; all statements contained in the bid are true; and 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby represent and warrant that I have full power to execute, and do 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 was executed at ______________, California on this ___________ day of ________________, 20___.

________________________________________________
(Signature of Bidder)

Subscribed and sworn to before me on the ______ day of __________________, 20___.

(NOTARY SEAL)

________________________________________________
(Signature of Notary)
SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 RELATED REQUIREMENTS

   A. Section 096813 "Modular Carpet Tile” and Section 096816 “Broadloom Carpet.”

1.3 PROJECT DESCRIPTION

   A. The Work of this Project is defined by the Contract Documents and consists of the following:

   This project consists of removal of existing carpet and base, floor preparation, and the phased installation of approximately 28,000-square-feet of broadloom carpet, carpet tiles, and base as shown on the floor plan in this attachment, at the Coronado Library, 640 Orange Avenue, Coronado, California 92118.

   The project also includes two other small areas:

   1) removal of approximately 500 SF of vinyl composition tile and base, floor prep, and installation of a red sheet vinyl with coved base in the Ruby Room (Phase 3 of the floor plan)
   2) removal of carpet and base of approximately 40 SF at the drinking fountain and restroom entry alcove, floor prep, and installation of stone floor tile that matches the existing library lobby floor (Phase 8 of the floor plan).

   The existing library bookcase stacks will be left in place. Base can be removed, and carpet tiles shall be cut and inserted beneath the bookcase stacks.

   Upon removal of the existing flooring, remove dirt, adhesive, and other foreign matter from surfaces and fill cracks more than 1/16” wide with Portland or cement-based patching compound. Prime surfaces to allow for proper installation of new flooring per manufacturer’s specifications.

1.4 PHASED CONSTRUCTION

   A. The Work shall be conducted in nine (9) phases as shown on the floor plan. The floor plan graphically represents the areas of work and the numbers are not meant to dictate the sequence of the installation. To improve installation efficiency, the phases can be completed in any order and shall be approved by the Library Department and the City Project Manager prior to start of construction.
1. Phase 4: This area represents the Teen Space. Flooring Contractor shall remove existing carpet. The Owner’s Electrical Contractor will subsequently trench to install new floor power and data outlets. Flooring Contractor will follow with new carpet installation once electrical work is completed. Flooring Contractor shall coordinate with Owner’s Electrical Contractor as noted in item 1.5.

1.5 WORK BY OWNER UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Owner will award separate contract(s) for the following construction operations at Project site.

1. Phase 4 Teen Space Electrical Power and Data: To Farnum Electric to install new floor power and data outlets throughout the space. Floor outlets require concrete trenching.

2. Phase 4 Teen Space Furniture To a vendor to be determined for new furniture. Furniture will be installed after carpet installation is complete. This information is for reference only.

1.6 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to phases noted in the floor plan unless otherwise approved by the Library Department and Project Manager.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations throughout the construction period. Repair damage caused by construction operations at no cost to the Owner.

1.7 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner’s operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied
or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.8 WORK RESTRICTIONS

A. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 9:00 p.m., Monday through Thursday and 7:00 a.m. to 6:00 p.m. Friday unless otherwise approved by the Library Department or Project Manager. Noisy work shall be limited to the hours between 7:00 a.m. and 9:30 a.m. before the Library opens to the public.

1. Weekend Hours: Saturday 9:00 a.m. to 6:00 p.m., Sunday 1:00 p.m. to 5:00 p.m.
2. Holidays not permitted.
3. Hours for Utility Shutdowns: 72 hours’ notice written approval by the Library Department and Project Manager. Emergency shutdowns will be managed by the Owner on an individual basis.
   a. Signage is required to be posted at the following locations in the buildings where the shutdown will occur.

   1. At building entrances.
   2. At elevators on all floors.

B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Library Department and Project Manager not less than two days in advance of proposed disruptive operations.
2. Obtain Library Department and Project Manager written permission before proceeding with disruptive operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000
PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Carpet removal, new carpet and accessories for direct glue down installation.

B. Alternates or Substitutions: Approval of alternate or substitute products will be considered only under the terms and conditions as outlined below:

Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of the standards required. Regardless of format of specifications, any product other than those named in Part 2 -Products, item number 2.01, must proceed as an alternate or substitute. A bidder who proposes to quote on the basis of an alternate or substitute material or system shall submit to the architect, at least 14 days prior to the scheduled bid date, the following information:

1. Written application for approval of alternate or substitute to include specifications of alternate or substitute carpet on company letterhead and signed by company officer.
2. “24” x “24” sample of the proposed alternate or substitute with recommended backing technology.
3. A complete sample representation of colors available.
4. Copies of warranties for proposed alternate or substitute.
5. List of a minimum of three (3) jobs, one of which must be in use for at least ten (10) years, where alternate or substitute is/was used under similar conditions. These jobs shall be located within one hundred (100) miles of the owner's office. Each job shall be available for inspection by the owner's representatives.

6. Consideration will be given to only those alternates or substitutes that are approved prior to scheduled bid opening date.
7. List of approved alternates or substitutes will be issued to all bidders prior to bid opening.

C. General: The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as if bound herein:

American Society for Testing and Materials (ASTM):

2. E662 – Test Method for Smoke Density
3. AATCC 16E- Color Fastness to Light
4. AATCC 129- Color Fastness to Ozone and Gas
5. AATCC 134- Static Generation of Fiber
6. AATCC 175- Red 40 Stain Test
7. DOC-FF-1-70- Pill Test
8. Moisture Penetration by Impact
1.02 SUBMITTALS

A. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale.

B. Samples: Submit for verification purposes, 9" x 9" samples of each carpet required. Samples shall be accompanied by manufacturer's technical specification for each carpet required using terminology characteristics as listed in this specification. Also include a complete representation in sample form of all available colorations.

C. Maintenance Data: Submit manufacturer's printed maintenance recommendations for the care, cleaning, and maintenance of the carpet, including detailed instructions pertaining to hot water extraction methods.

1.03 QUALITY ASSURANCE

A. Flooring Contractor's Qualifications: Firm with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section. FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSAL WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM AS AN APPROVED INSTALLER FOR THIS PROJECT.

B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section. Manufacturer must be ISO 14001 certified.

C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.

D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements; no additional compensation shall be allowed for shortage of materials.

E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots. Carpets that are piece dyed and are limited to dye batch sizes must be approved by the owner. Transition from one dye lot to another shall be detailed on shop drawings and approved by owner.

F. Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse owner the testing expense and the carpet may be rejected.

1.04 PRODUCT DELIVERY, STORAGE & HANDLING

A. Deliver carpeting materials in original mill protective wrapping with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for
installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.

B. Deliver all required overages and maintenance stock to owner's specified location prior to beginning installation.

1.05 JOB CONDITIONS

A. Environmental Conditions: Maintain temperatures in space in accordance with carpet or adhesive manufacturer's recommendations, but in no case less than 65 degrees F for 24 hours prior to, during and after installation. Subfloor temperature should be a minimum 65 degrees F for 24 hours prior to and after installation.

B. Precondition: All of the carpet shall be spread in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 65 degrees F with humidity between 10% to 65%.

C. Moisture: A calcium chloride test should be performed on the concrete to detect the presence of moisture. Acceptable results require that moisture content does not exceed 8 lbs. per 1,000 square feet per 24 hours. One calcium chloride test should be performed for every 300 yards of carpet. Relative Humidity ASTM-F-2170 test method maybe be used in place of calcium chloride test. Acceptable moisture levels are 90% maximum relative humidity. Alkalinity tests must also be performed. PH should register no more than 10. All tests should be documented and results saved.

1.06 EXTRA STOCK

A. General: Furnish 5% additional yardage of each carpet type required; extra yardage is over and above any overage provided by manufacturer. Normal manufacturing overage not to exceed 10% for under 1000 yards, not to exceed 5% for over 1000 yards. Deliver to the Owner uncut in clearly marked dust-proof packages prior to commencement of work; store where directed.

PART 2 - PRODUCTS

2.01 CARPET

* All substitutions of equal products must be approved 14 days prior to bid. Design intent (i.e., color and pattern) is an inherent attribute of the specification, therefore all submitted products must comply with the aesthetic intent of the owner and/or the architect.

A. Carpet Type CPT-3: Carpet shall meet the following minimum requirements for Mannington Montgomery

   Construction: Patterned Loop Non-Ortho Phthalate
   Face Fiber: Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment, and a Fiber Modification Ratio of < 1.5
   Dye Method: Solution/Yard
   Gauge: 5/64
   Stitches Per Inch: 10.83
Pile Thickness: .154 inches
Face Weight: 24 Ounces per square yard
Density: Average Density 5610; Weight Density = 134,649
Size: 24” x 24” Modular Tiles
Soil Retardant DuraTech by Invista
Stain Resistance XGuard with 15 Year Limited Warranty Against Staining
Bleach Resistance ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills
Primary Backing: 100% Woven Synthetic
Secondary Backing: Infinity 2 Modular Reinforced Vinyl Composite Closed Cell Polymer
Fiber Modification Ratio: < 1.5; To estimate the Modification Ratio of a fiber shape, the size of the outer circle’s circumference of the fiber is compared to the size of the inner circle’s circumference. The smaller the number, the less likely the fiber shape will trap and hold soil and be subject to premature crushing and matting.
Static Control: < 3.0 KV when tested under AATCC 134
Flammability:
  a. DOC-FF-1-70 Pill Test: Passes.
  b. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down.
  c. NBS Smoke Chamber Less than 450 Flaming Mode. Per ASTM-E-662
Colorfastness:
  a. Lightfastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
  b. Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.
Moisture Barrier: Passes Moisture Impact at 10,000 cycles; Passes British Spill Test
Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.
NSF 140 Certification: SCS Sustainable Choice Gold
Carpet Manufacturers: Subject to compliance with specifications, the following manufacturer is approved:
  Mannington Commercial, Contact: Customer Service 800-241-2262.
Pattern and Color: Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.
Texture Appearance Retention Rating (TARR): 3.5

B. Carpet Type CPT-4: Carpet shall meet the following minimum requirements Mannington Bark II:
Construction: Tip Shear Patterned Loop
Face Fiber: Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and Duratech Soil Resistant Treatment, and a Fiber Modification Ratio of < 1.5
Dye Method: Solution/Yard
Gauge: 5/64
Stitches Per Inch: 11.5
Pile Thickness: .130 inches
Face Weight: 24 Ounces per square yard
Density: Average Density = 6646; Weight Density = 159,507
Size: 24” x 24” Modular Tiles
Soil Retardant: DuraTech by Invista
Stain Resistance: XGuard with 15 Year Limited Warranty Against Staining
Bleach Resistance: ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills
Primary Backing: 100% Synthetic
Secondary Backing: Infinity 2 Modular Reinforced Vinyl Composite Closed Cell Polymer
Fiber Modification Ratio: < 1.5; To estimate the Modification Ratio of a fiber shape, the size of the outer circle’s circumference of the fiber is compared to the size of the inner circle’s circumference. The smaller the number, the less likely the fiber shape will trap and hold soil and be subject to premature crushing and matting.
Static Control: < 3.0 KV when tested under AATCC 134

1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the owner removes them from service.
2. Manufacturer’s Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
   • Edge Ravel
   • Back delamination
   • Superior tuft bind in high traffic environments, wet or dry
ATTACHMENT A

- Static protection as stated above
- Moisture Barrier-Pre-Coat and Backing
- Wear - No more than 10% Face Yarn Loss
- Adhesive failure

C. CATIONIC STAIN RESISTANCE

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear, i.e., XGuard stain resistant treatment. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent and warranted for 15 years.

D. BLEACH RESISTANT

1. Will resist color loss from diluted bleach applications for a period of fifteen years from the date of original installation, as with ColorSafe bleach resistance treatment. Diluted bleach applications means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.

E. ENVIRONMENTAL ATTRIBUTES – LEED Criteria

1. Carpet tile must be 100% recyclable
2. Carpet tile must meet the NSF 140 standard SCS Sustainable Choice-Gold/EPP.
3. Carpet mill must be ISO 14001 certified.
4. Low Emitting Materials: Carpet and adhesives must meet the Low Emitting Materials standards as outlined in U.S. Green Building Council LEED criteria. Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule #1168, and CRI’s Green Label Plus
5. End of Life Reclamation: Carpet tile must have an existing methodology actively in place to achieve landfill diversion. Refer to Section 3.03 of this section for specific requirements for reclamation of material.

2.02 ACCESSORIES

A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing – [Infinity Adhesive] [FreLock Tabs] [XpressStep Spray Adhesive]; have no calculated VOC's, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program, SCAQMD Rule 1168 and CHPS 1350. SDS required on product used. Adhesive must have Lifetime Bond Warranty from manufacturer.

B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet and selected by Flooring Contractor to meet project circumstance and requirements.

C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-
staining kraft laminated paper.

PART 3 - EXECUTION

3.01 CARPET REMOVAL

A. Remove and dispose of all existing carpet and materials to make subfloor acceptable for installation if applicable.

3.02 INSPECTION

A. General: Do not start work until works of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of subfloor conditions and full responsibility for completed work.

3.03 CARPET RECLAMATION – Carpet Reclamation program shall be through carpet manufacturer’s recycling program: LOOP by Mannington.

A. SUBMITTALS
1. Proposed dust-control measures.
2. Proposed packing and transportation measures.
3. Schedule of carpet reclamation activities indicating the following:
   a. Detailed sequence of removal work.
   b. Inventory of items to be removed and recycled.
4. Reclamation agency records indicating receipt and disposition of used carpet.

B. QUALITY ASSURANCE
1. Reclamation Agency: Mannington LOOP program providing used carpet recycling program.
2. Carpet Remover: Firm [or designated agent firm] providing carpet removal services through carpet manufacturer’s recycling program.
4. Record off-site removal of debris and materials and provide the following information regarding the removed materials. Time and Date of Removal; Type of Material; Weight and Quantity of Materials; Final Destination of Materials.
5. Certification: Reclamation Agency and Carpet Remover shall certify in writing that used carpet was removed and recycled to assure carpet is not landfilled.
6. Removed carpet and associated materials shall not be removed and placed in a landfill.

C. PREPARATION
1. Vacuum used carpet before removal.
D. CARPET REMOVAL
1. Remove used carpet in large pieces, roll tightly, and pack neatly in container.  
   [Include carpet scrap and waste from new installation.] For used carpet tile remove 
   and stack face to face and back to back. Immediately remove from Site and place in 
   container or trailer.
2. Deposit only clean, dry used carpets in containers. Clean shall be defined as carpet 
   free from demolition debris or asbestos contamination, garbage, and tack strips.

E. CONTAINER DISPOSAL
1. Place corrugated sleeve around 40" x 48" pallet. Containers will hold up to 150-200 
   yards / 800-1,000 lbs.
3. Roll carpet up and place standing up in containers. Place lid on containers when full.
   Place plastic sleeve over containers and stack two high.
4. Store containers until project is complete or you have a full trailer load. A typical 
   trailer can hold 50-52 containers of 40,000 lbs.

3.04 INSTALLATION, GENERAL
A. General: Comply with manufacturer's instructions and recommendations for installation of this 
   type of carpet by the full glue down method.
B. Prepare the subfloor to insure a successful installation.
C. Carpeting shall be installed with pile lying in the same direction (monolithic), unless another 
   specified method is recommended by the manufacture or at owner’s approval. Cut carpet tile 
   evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under 
   open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
D. Installed carpet tiles shall be free from ripples, ravels, frays, and puckers. All loop pile carpets 
   will demonstrate some fuzzy edges due to normal manufacturing conditions.
E. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide 
   for movement.

3.05 CLEANING AND PROTECTION
A. Remove and dispose of debris and unusable scraps.
B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only 
   element, utilizing a high filtration dust bag. Remove spots in accordance with carpet 
   manufacturer’s guidelines and replace carpet where spots cannot be removed. Remove any 
   protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all 
   seams.
C. Following cleaning and vacuum carefully protect the carpeting from soiling and damage until 
   final acceptance. Protection shall be accomplished by using approved protection paper. Edges 
   shall be lapped 6 inches and secured with non-asphaltic tape. Covering shall be kept in repair 
   and damaged portions replaced during the construction and move-in period.
D. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packaged and identified. Dispose of smaller pieces as construction waste.

INFINITYMODULARMASTERSPEC
SECTION 09 68 16
Broadloom Carpeting

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Carpet removal, new carpet and accessories for direct glue down installation.

B. Alternates or Substitutions: Approval of alternate or substitute products will be considered only under the terms and conditions as outlined below:

Whenever a particular make of material or trade name is specified herein, it shall be regarded as being indicative of the standards required. Regardless of format of specifications, any product other than those named in Part 2 -Products, item number 2.01, must proceed as an alternate or substitute. A bidder who proposes to quote on the basis of an alternate or substitute material or system shall submit to the architect, at least 14 days prior to the scheduled bid date, the following information:

1. Written application for approval of alternate or substitute to include specifications of alternate or substitute carpet on company letterhead and signed by company officer.
2. “24” x “24” sample of the proposed alternate or substitute with recommended backing technology.
3. A complete sample representation of colors available.
4. Copies of warranties for proposed alternate or substitute.
5. List of a minimum of three (3) jobs, one of which must be in use for at least ten (10) years, where alternate or substitute is/was used under similar conditions. These jobs shall be located within one hundred (100) miles of the owner's office. Each job shall be available for inspection by the owner's representatives.
6. Consideration will be given to only those alternates or substitutes that are approved prior to scheduled bid opening date.
7. List of approved alternates or substitutes will be issued to all bidders prior to bid opening.

C. General: The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as if bound herein:

American Society for Testing and Materials (ASTM):
2. E662 – Test Method for Smoke Density
3. AATCC 16E- Color Fastness to Light
4. AATCC 129- Color Fastness to Ozone and Gas
5. AATCC 134- Static Generation of Fiber
6. AATCC 175- Red 40 Stain Test
7. AATCC 175- Red 40 Stain Test
   *Modified to evaluate wick back staining
8. DOC-FF-1-70- Pill Test
9. Moisture Penetration by Impact
1.02 SUBMITTALS

A. Layout Drawings: Show layout of each carpet type installation, at 1/8" scale, indicating locations of seams and all trim: size and location of all fill strips, and location of trim at all exposed edges.

B. Samples: Submit for verification purposes, 9" x 9" samples of each carpet required. Samples shall be accompanied by manufacturer's technical specification for each carpet required using terminology characteristics as listed in this specification. Also include a complete representation in sample form of all available colorations.

C. Maintenance Data: Submit manufacturer's printed maintenance recommendations for the care, cleaning, and maintenance of the carpet, including detailed instructions pertaining to hot water extraction methods.

1.03 QUALITY ASSURANCE

A. Flooring Contractor's Qualifications: Firm with not less than 5 consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section. FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSAL WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM AS AN APPROVED INSTALLER FOR THIS PROJECT.

B. Manufacturer's Qualifications: Firm (carpet mill) with not less than 5 consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section. Manufacturer must be ISO 14001 certified.

C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.

D. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.

E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots. Carpets that are piece dyed and are limited to dye batch sizes must be approved by the owner. Transition from one dye lot to another shall be detailed on shop drawings and approved by owner.

F. Owner reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse owner the testing expense and the carpet may be rejected.

1.04 PRODUCT DELIVERY, STORAGE & HANDLING
A. Deliver carpeting materials in original mill protective wrapping with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.

B. Cutting: Before roll carpet is cut, it shall be inspected for defects, color variations, or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet shall be rolled out to ensure that carpet rolls are from the same dye lot.

C. Deliver all required overages and maintenance stock to owner's specified location prior to beginning installation.

1.05 JOB CONDITIONS

A. Environmental Conditions: Maintain temperatures in space in accordance with carpet or adhesive manufacturer's recommendations, but in no case less than 70 degrees F for 24 hours prior to, during and after installation. Subfloor temperature should be a minimum 70 degrees F for 24 hours prior to and after installation.

B. Precondition: All the carpet shall be spread in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 70 degrees F with humidity between 35% and 65%.

C. Moisture: A calcium chloride test should be performed on the concrete to detect the presence of moisture. Acceptable results require that moisture content does not exceed 8 lbs. per 1,000 square feet per 24 hours. One calcium chloride test should be performed for every 300 yards of carpet. Relative Humidity ASTM-F-2170 test method maybe be used in place of calcium chloride test. Acceptable moisture levels are 85% maximum relative humidity. Alkalinity tests must also be performed. PH should register between 5 and 10. All tests should be documented, and results saved.

1.06 SEAMING REQUIREMENT

A. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:

1. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by owner or owner's representative.

2. No cross seams shall be allowed in drops of 10 feet or less.

3. Seams shall be inconspicuous to visual inspection. No seams shall occur perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.

4. No carpet pieces less than 12 inches in width shall be used in the work.

5. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

6. All seams must be chemically welded with MT-800 seam sealer. Contact, neoprene, or water-based latex type sealers are not allowed.

7. Carpet backing and homogeneous sheet vinyl floorings and luxury vinyl tile and plank products must be chemically weldable to eliminate transition moldings.
1.07 EXTRA STOCK

A. General: Furnish 5% additional yardage of each carpet type required; extra yardage is over and above any overage provided by manufacturer. Normal manufacturing overage not to exceed 10% for under 1000 yards, not to exceed 5% for over 1000 yards. Deliver to the Owner uncut in clearly marked dust-proof packages prior to commencement of work; store where directed.

PART 2 - PRODUCTS

2.01 CARPET – Mannington Commercial Integra HP

* All substitutions of equal products must be approved 14 days prior to bid. Design intent (i.e., color and pattern) is an inherent attribute of the specification, therefore all submitted products must comply with the aesthetic intent of the owner and/or the architect.

A. Carpet Type CPT-1: Carpet shall meet the following minimum requirements for Mannington Irving:
   - Construction: Patterned, Non-Ortho Phthalate
   - Face Fiber: Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and a Fiber Modification Ratio of <1.5
   - Dye Method: Solution/Yarn
   - Gauge: 5/64
   - Stitches Per Inch: 10.66
   - Pile Thickness: .135 inches
   - Finished Yarn Weight: 24 ounces per square yard
   - Density: Average Density = 6400; Weight Density = 153,600
   - Primary Backing: 100% Synthetic
   - Secondary Backing: Integra HP with Chemically Weldable Seams for Complete Moisture Barrier
   - Stain Resistance: XGuard with 15 Year Limited Warranty Against Staining
   - Bleach Resistance: ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills
   - Width: 12’ or 12’ 6” (product dependent)
   - Fiber Modification Ratio: < 1.5; To estimate the Modification Ratio of a fiber shape, the size of the outer circle’s circumference of the fiber is compared to the size of the inner circle’s circumference. The smaller the number, the less likely the fiber shape will trap and hold soil and be subject to premature crushing and matting.
   - Static Control: < 3.0 KV when tested under AATCC 134
   - Flammability:
     a. DOC-FF-1-70 Pill Test: Passes
     b. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down
     c. NBS Smoke Chamber: Less than 450 Flaming Mode. Per ASTM-E-662
   - Colorfastness:
     a. Lightfastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
b. Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.
Moisture Barrier: Passes Moisture Impact at 10,000 cycles; passes British Spill Test
Wick Back: Passes with 6 or better – AATCC 175 (Modified to evaluate wick back staining)
Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.
NSF 140 Certification: SCS Sustainable Choice Gold

Carpet Manufacturers: Subject to compliance with specifications, the following manufacturer is approved -- Mannington Commercial, Customer Service 800-241-2262.

Pattern and Color: Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.

B. Carpet Type CPT-2: Carpet shall meet the following minimum requirements for Mannington Somerset:

Construction: Tip Sheared Patterned Loop
Face Fiber: Invista Antron Legacy Type 6,6 Four Hole, Hollow Filament Nylon, with Permanent Stain and Bleach Protection, Static Control, and a Fiber Modification Ratio of <1.5
Dye Method: Solution/Yarn
Gauge: 5/64
Stitches Per Inch: 12
Pile Thickness: .118 inches
Finished Yarn Weight: 23 ounces per square yard
Density: Average Density = 7016; Weight Density = 161,389
Primary Backing: 100% Synthetic
Secondary Backing: Integra HP with Chemically Weldable Seams for Complete Moisture Barrier
Stain Resistance: XGuard with 15 Year Limited Warranty Against Staining
Bleach Resistance: ColorSafe with 15 Year Limited Warranty Against Color Loss from Bleach Spills
Width: 12’ 6” (product dependent)
Fiber Modification Ratio: < 1.5; To estimate the Modification Ratio of a fiber shape, the size of the outer circle’s circumference of the fiber is compared to the size of the inner circle’s circumference. The smaller the number, the less likely the fiber shape will trap and hold soil and be subject to premature crushing and matting.
Static Control: < 3.0 KV when tested under AATCC 134

Flammability:
  a. DOC-FF-1-70 Pill Test: Passes
  b. Floor Radiant Panel: Meets NFPA Class 1 when tested per ASTM-E-648 glue down
  c. NBS Smoke Chamber: Less than 450 Flaming Mode. Per ASTM-E-662

Colorfastness:
  a. Lightfastness - AATCC 16E-1982 - Dark color: Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
b. Ozone and Gas - AATCC 129-1981 - Rating 3 or better per color AATCC transference scale.

Moisture Barrier: Passes Moisture Impact at 10,000 cycles; passes British Spill Test
Wick Back: Passes with 6 or better – AATCC 175 (Modified to evaluate wick back staining)
Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.

NSF 140 Certification: SCS Sustainable Choice Gold
Carpet Manufacturers: Subject to compliance with specifications, the following manufacturer is approved -- Mannington Commercial, Customer Service 800-241-2262.

Pattern and Color: Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.

Texture Appearance
Retention Ratio (TARR): 3.5

B. WARRANTIES

1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the owner removes them from service.

2. Manufacturer’s Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
   • Edge Ravel
   • Back delamination
   • Superior tuft bind in high traffic environments, wet or dry
   • Static protection as stated above
   • Moisture Barrier
   • Wear - No more than 10% Face Yarn Loss
   • Adhesive failure
   • Wick-back of stains

C. CATIONIC STAIN RESISTANCE

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent and warranted for 15 years.

D. BLEACH RESISTANT

1. Will resist color loss from diluted bleach applications for a period of fifteen years from the date of original installation. Diluted bleach applications means spills or splashes on the carpet of diluted bleach solutions (10% or less) of the type normally used for cleaning or disinfecting purposes.
E. ENVIRONMENTAL ATTRIBUTES – LEED Criteria

1. Carpet must be 100% recyclable.
2. Carpet must meet the NSF 140 standard SCS Sustainable Choice-Gold/EPP, California Gold.
3. Recycled Content: Carpet must contain recycled content.
4. Carpet mill must be ISO 14001 certified.
6. Adhesives must meet VOC emissions standards per South Coast Air Quality Management District Rule #1168, and CRI’s Green Label Plus.
7. End of Life Reclamation: Carpet must have an existing methodology actively in place to achieve landfill diversion. Refer to Section 3.03 of this section for specific requirements for reclamation of material.

2.02 ACCESSORIES

A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing – Mannington Integra-2 Adhesive; have no calculated VOC’s, be non-flammable, and meet the criteria of the CRI Green Label Plus Certification Program, SCAQMD Rule 1168 and CHPS 1350. MSDS and samples required on product used. Adhesive must have a lifetime bond warranty from manufacturer.

B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet and selected by Flooring Contractor to meet project circumstance and requirements.

C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining kraft laminated paper.

PART 3 - EXECUTION

3.01 CARPET REMOVAL

A. Remove and dispose of all existing carpet and materials to make subfloor acceptable for installation if applicable.

3.02 INSPECTION

A. General: Do not start work until works of other trades are substantially completed. Inspect surfaces to receive carpet and verify that all such work is complete to the point where this installation may properly commence. In the event of discrepancy, notify Construction Manager. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved. Start of carpet installation indicates acceptance of subfloor conditions and full responsibility for completed work.

B. Materials: Unroll all goods to verify all goods uniformity, quality, color and texture against the
approved samples prior to installation. Any discrepancy should be brought to the attention of the Construction Manager.

3.03 CARPET RECLAMATION – Carpet Reclamation program shall be through carpet manufacturer’s recycling program: LOOP by Mannington.

A. SUBMITTALS
1. Proposed dust-control measures.
2. Proposed packing and transportation measures.
3. Schedule of carpet reclamation activities indicating the following:
   a. Detailed sequence of removal work.
   b. Inventory of items to be removed and recycled.
4. Reclamation agency records indicating receipt and disposition of used carpet.

B. QUALITY ASSURANCE
1. Reclamation Agency: Mannington LOOP program providing used carpet recycling program.
2. Carpet Remover: Firm [or designated agent firm] providing carpet removal services through carpet manufacturer’s recycling program.
4. Record off-site removal of debris and materials and provide the following information regarding the removed materials. Time and Date of Removal; Type of Material; Weight and Quantity of Materials; Final Destination of Materials.
5. Certification: Reclamation Agency and Carpet Remover shall certify in writing that used carpet was removed and recycled to assure carpet is not landfilled.

C. PREPARATION
1. Vacuum used carpet before removal.

D. CARPET REMOVAL
1. Remove used carpet in large pieces, roll tightly, and pack neatly in container. [Include carpet scrap and waste from new installation.] Immediately remove from Site and place in container or trailer.
2. Deposit only clean, dry used carpets in containers. Clean shall be defined as carpet free from demolition debris or asbestos contamination, garbage, and tack strips.

E. CONTAINER DISPOSAL
1. Place corrugated sleeve around 40" x 48" pallet. Containers will hold up to 150-200 yards / 800-1,000 lbs.
3. Roll carpet up and place standing up in containers. Place lid on containers when full. Place plastic sleeve over containers and stack two high.
4. Store containers until project is complete or you have a full trailer load. A typical trailer can hold 50-52 containers of 40,000 lbs.
3.04 INSTALLATION, GENERAL

A. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method.

B. Prepare the subfloor to insure a successful installation.

C. Carpeting shall be installed with pile lying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.

D. Installed carpet shall be free from ripples, ravels, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the contractor's responsibility to trim all edges to eliminate fuzzy seams.

E. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

3.05 CLEANING AND PROTECTION

A. Remove and dispose of debris and unusable scraps.

B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spots in accordance with carpet manufacturer’s guidelines and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.

C. Following cleaning and vacuum, carefully protect the carpeting from soiling and damage until final acceptance. Protection shall be accomplished by using approved protection paper. Edges shall be lapped 6 inches and secured with non-asphaltic tape. Covering shall be kept in repair and damaged portions replaced during the construction and move-in period.

D. Maintenance Materials: Deliver usable scraps to Owner's designated storage space, properly packaged and identified. Usable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste.

HPMASTERSPEC
AGREEMENT

between

THE CITY OF CORONADO
as City

and

CONTRACTOR NAME
as Contractor

for construction of the

CORONADO LIBRARY CARPET REPLACEMENT PROJECT

CONTRACT NO. 20-CO-ES-730

CITY OF CORONADO, CALIFORNIA
THIS AGREEMENT is made as of __________, 2020, by and between the City and the Contractor.

The City and the Contractor hereby agree as follows:

**ARTICLE 1 – BASIC INFORMATION**

1.1 City: City of Coronado
1825 Strand Way
Coronado, California 92118

1.2 Project Name: CORONADO LIBRARY CARPET REPLACEMENT PROJECT

1.3 City’s Address for Notices: Ed Walton, City Engineer
City of Coronado
Public Services & Engineering Department
1825 Strand Way
Coronado, California 92118-3005

1.4 Contractor: Contractor’s Name
Street Address
City, State Zip

1.5 Contractor’s Address for Notices: Contractor’s Name
Street Address
City, State Zip
Attention: Individual’s Name

1.6 Project Location: Describe, Coronado, California

1.7 City’s Contract Officer: Clifford M. Maurer, PE, CEM
Public Services & Engineering Department
City of Coronado

1.8 Civil Engineer: Engineering Company
Street Address
City, State Zip
Phone Number
1.9 City Representative: 

Project Manager's Name & Title
Public Services & Engineering Department
1825 Strand Way
Coronado, California 92118-3005
(619) 522-7383
ARTICLE 2 – WORK

2.1 Contractor shall provide all labor, materials, equipment, tools, and services required by and shall perform all Work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by the City pursuant to Section 3 of the Standard Specifications for Public Works Construction “Greenbook,” 2018 Edition.

ARTICLE 3 – CONTRACT DOCUMENTS

3.1 The Contract Documents consist of this executed Agreement; the Bid Package, which includes but is not limited to the Notice Inviting Bids, Instructions to Bidders, Request for Bid or Proposal (RFB/RFP), Front End Specifications; Bidder’s Proposal (Forms A-1 through A-6); Plans; Notice of Award; Notice to Proceed; General Conditions; Supplementary General Conditions; Exhibits; Specifications; Standard Specifications for Public Works Construction “Greenbook,” 2018 Edition; the San Diego Regional Standard Drawings for Public Works, 2018 Edition; the Coronado Annotations to the San Diego Regional Standards; all Drawings shown on the List of Drawings; all Bonds and Insurance required; the Addenda as shown below; and Change Orders.

3.2 The following addenda are incorporated into the Contract Documents:

No. | Date of Issue:
--- | ---
--- | ---
--- | ---
--- | ---

3.3 The Contract Documents may not be modified orally or in any manner other than in writing in accordance with Section 3 of the Standard Specifications for Public Works Construction “Greenbook,” 2018 Edition. All such modifications shall be incorporated in the Contract Documents.

3.4 Precedence of Contract Documents:

3.4.1 In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be:
1. Change Orders and Supplemental Agreements, whichever occurs last;

2. Agreement;

3. Special Provisions and Addenda;

4. General Conditions;

5. Specifications (Technical Provisions);

6. Project Plans;

7. Standard Drawings, Details, and Specifications as referenced in the Plans and Specifications;

8. Notice of Award, Notice to Proceed, Pre-bid Information, Bidding Requirements, Exhibits, Bonds and Insurance;


3.5 The Contract Documents comprise the entire Contract between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter that preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.

3.6 The interpretation, validity, and enforcement of the Contract Documents and all matters relating to them shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to these Contract Documents shall be filed and heard exclusively in a state court in the County of San Diego. Contractor hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.
ARTICLE 4 – CONTRACT SUM

4.1 City shall pay to Contractor, for the performance of the Work, the Contract Sum pursuant to General Conditions Article 9, subject to adjustment for unit price items, and as modified pursuant to the terms of the Contract Documents.

4.2 Contract Sum, including the Additives accepted by the City, is established as follows:

Contract Sum $XX,XXX

4.3 The Contract Sum is: Spell out amount $XX,XXX Dollars ($XX,XXX).

ARTICLE 5 – CONTRACT TIME

5.1 Contractor shall commence the Work on the date specified in the Notice to Proceed. The Work shall be fully completed within Spell out # of days (XX) working days (“Contract Time”) from the date of commencement specified in the Notice to Proceed, as modified pursuant to the terms of the Contract Documents. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements shall be strictly adhered to unless otherwise modified by the City in writing.

ARTICLE 6 – LIQUIDATED DAMAGES

6.1 If Contractor fails to complete an area’s Work within the Contract Time as described in Article 5, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum of seven hundred fifty Dollars ($750.00) for each calendar day after the expiration of the Contract Time per area that the Work remains incomplete. The City and Contractor agree that in the event that the Work is not completed within the Contract Time, the City’s damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed.
to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City’s rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

ARTICLE 7 – INDEMNIFICATION

7.1 In addition to any other obligations contained herein, Contractor shall defend, indemnify, and save harmless the City and its officers, officials, agents, consultants, employees, and volunteers, and each of them, from and against any and all liability, claims, judgments, demands, causes of action, damages, costs, expenses, property damage, contract disputes, penalties, losses or liability, in law or in equity, of every kind and nature whatsoever, including, but not limited to, injuries or damages to persons or property arising directly or indirectly out of the conduct of the Contractor or its employees, agents, subcontractors, or others in connection with the execution of the Work covered by these Contract Documents, except only for those claims or litigation arising from the established sole willful misconduct or active negligence of the City, its officers, officials, agents, consultants, employees or volunteers. Contractor’s indemnification shall include all claims for damages arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor’s indemnification shall include any and all costs, expenses, attorneys’ fees and liability incurred by the City, its officers, officials, agents, consultants or employees in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures, including reasonable attorneys’ fees, City may make by reason of such matters, and Contractor, at its own expense shall, upon written request by the City, defend, with counsel reasonably acceptable to City, any such suit or action brought against the City, its officers, officials, agents, employees, or volunteers.

7.2 City shall timely notify the Contractor of the receipt of any third-party claim relating to the Contract Documents, and the City shall be entitled to recover its reasonable costs incurred in providing such notification.
ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 Successors and Assigns

8.1.1 The City and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

8.2 Survival

8.2.1 The provisions of the Contract Documents that by their nature survive termination or final completion of the Work, including all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Agreement.

8.3 Rights and Remedies

8.3.1 All the City's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of the City under the Contract Documents or otherwise available at law or in equity.

8.3.2 No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach or default.

8.3.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the City, the City Representative, or Contractor.
8.4 Compliance with Law

8.4.1 The Contractor shall be responsible for complying with all local, state, and federal laws, whether or not said laws are expressly stated or referred to in the Contract Documents.

8.5 The City's Right to Audit

8.5.1 The City and entities and agencies designated by the City shall have access to and the right to audit all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records for a period of at least three (3) years after final completion and shall provide copies of same at City's request.

8.6 Notices

8.6.1 All notices, demands, requests, consents, or other communications that this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or served by certified mail to the respective party at the addresses set forth in Article 1 of this Agreement. Either party may change its address by notice to the other party as provided herein.

8.6.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (2) three working days following the deposit in the United States Mail of certified mail, postage pre-paid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.
IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the City and the Contractor respectively and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

**CITY:**

**Contract/Agreement is approved for content:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ed Walton, City Engineer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTOR:**

**(2 signatures required)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Title:</td>
<td></td>
</tr>
</tbody>
</table>

**Contract/Agreement is approved as to form:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johanna Canlas, City Attorney</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blair King, City Manager</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attest:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Ekblad, CMC, City Clerk</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

California Contractor's License(s):

<table>
<thead>
<tr>
<th>(Name of License Holder)</th>
<th>(License Classification)</th>
<th>(License Number)</th>
</tr>
</thead>
</table>

Contract No. 20-CO-ES-730
Attachment B – Sample Agreement

Expiration Date

(Attach Notary acknowledgment for all signatures of Contractor.)
ATTACHMENT C

STATE PREVAILING WAGE RATES

State Prevailing Wage Rates: This project is a “public work” in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the contract are paid the correct prevailing wage rate of wages. Contractor is required to comply with California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, which are incorporated by reference, and the Contractor agrees to comply with all the above-referenced provisions and any other statutes or regulations as may be applicable to the performance of its work on this project. Specifically, the Contractor agrees to:

a. Pay all workers not less than the general prevailing rate of per diem wages for work of similar character in the locality in which the public work is performed.
b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and for overtime work that exceeds 8 hours in one day and 40 hours in one week.
c. Adhere to the compliance measures outlined in Labor Code 1775(b) for any subcontractor that the Contractor chooses to use on this project.
d. Maintain payroll records as required.
e. Comply with all apprenticeship requirements pursuant to Labor Code 1777.5.

Not less than the State general prevailing wages, as determined by the Director of the Department of Industrial Relations shall be paid by the Contractor and its subcontractors to all workers employed on the project, as applicable. The statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state’s wage and hour laws will be enforced.

The City has obtained from the Director of the Department of Industrial Relations said Director’s General Prevailing Wage Determinations for the locality in which the work is to be performed. Said determinations are on file and available for review online at the Department of Industrial Relations’ website located at: http://www.dir.ca.gov/DLSR/PWD.

SB 854 Notice: City of Coronado public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, Contractors and Subcontractors on Public Works Projects are required to be registered with DIR in accordance with Labor Code Section 1725.5. Unregistered contractors are not qualified to bid on, be listed in a bid, listed as a Subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The City of Coronado has no duty to accept a bid or enter into a contract without proof of the contractor’s current registration pursuant to Labor Code Section 1771.1(b). The prime Contractor shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not the City also posts.

Labor Code Compliance: Contractor shall comply with the provisions of the Labor Code requiring the payment of prevailing wages on public works, commencing with Section 1720. In accordance with Labor Code, Section 1775, the Contractor shall forfeit an amount, as determined by the Labor Commissioner, for each worker paid less than the applicable prevailing wage rate for the work or craft in which that worker is employed for any work done under Contract by Contractor or by any
Subcontractor. Contractor agrees to pay the difference between the prevailing wage rate and amount paid to each worker in accordance with Labor Code, Section 1775(a)(2)(E).

Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. In accordance with Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file and can be viewed during normal business hours at Coronado City Hall, located at 1825 Strand Way, Coronado, CA 92118. Contractor shall post a copy of the applicable prevailing wage rates at the job site.

Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the City due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor’s own satisfaction in preparing its Bid.

If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate, the Contractor shall obtain a wage rate determination. The rates thus determined shall be applicable as minimum from the time of initial employment. Contractor shall be responsible for paying the applicable rate.

The Contractor and each Subcontractor shall keep and make available accurate payroll records in accordance with Labor Code, Section 1771.4(a)(3) and Section 1776. The record shall contain the names, addresses, social security numbers, work classifications, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the City, the Contractor’s and Subcontractor’s certified payroll records shall be furnished within 10 days. The Contractor’s and Subcontractor’s certified payroll records shall be available for inspection at the principal office of the Contractor.

Apprentices: The Contractor and each subcontractor shall comply with the requirements of Labor Code Section 1777.5, and any related regulations regarding the employment of registered apprentices. Properly registered apprentices shall be employed in the execution of the Work at the ratios required, but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor shall be responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.