

CITY OF SANTA CLARITA

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

NEWHALL LIBRARY TENANT IMPROVEMENTS

City Bid No. ENG-13-14-F2009
City Project No. F2009



Bid Opening date: October 1, 2013

Bid Opening Time: 11:00 A.M.

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

For

**NEWHALL LIBRARY
TENANT IMPROVEMENTS**

**City Bid No. ENG-13-14-F2009
City Project No. F2009**

Prepared By:



**CITY OF SANTA CLARITA
Department of Public Works
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355**

Tara Leigh Concepcion, Project Manager
tconcepcion@santa-clarita.com
(661) 255-4342

September 2013

Approved for Construction:

Robert G. Newman *FOR RGN*

Robert G. Newman,
Director of Public Works

Date: 9-5-13

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SECTION A:
Notice Inviting Bids

SECTION A: NOTICE INVITING BIDS

Newhall Library Tenant Improvements

City Bid No. ENG-13-14-F2009
City Project No. F2009
City of Santa Clarita, California

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Santa Clarita for the **Newhall Library Tenant Improvements** project. Bids must be submitted to Purchasing, 23920 Valencia Boulevard, **Suite 120**, Santa Clarita, CA 91355, before **11:00 a.m., October 1, 2013**, at which time, or shortly thereafter, they will be publicly opened and read in Suite 120.

Contract documents for this bid may be downloaded from the City's Purchasing website at **www.santa-clarita.com/purchasing**. Please refer to the specifications for complete details and bid requirements. The specifications in this notice shall be considered a part of any contract made pursuant thereto. A paper copy of the bid documents may also be viewed at City Clerk's Office, Suite 120. For further information, call (661) 255-4342.

Addenda, if issued by the agency, will be transmitted by electronic E-mail. All plan holders shall provide a valid, accessible e-mail address in order to receive timely addenda. It is the responsibility of the plan holder to provide a correct and monitored e-mail address. If addenda are not signed and submitted/returned with the bid proposal, the bid may be deemed non-responsive and rejected.

Bids (Proposals) shall be enclosed in a sealed envelope and plainly marked on the outside in conformance with the Instructions to Bidders "**SEALED BID FOR Newhall Library Tenant Improvements, City Bid No. ENG-13-14-F2009, City Project No. F2009, City of Santa Clarita, California – DO NOT OPEN WITH REGULAR MAIL.**"

Work shall be done in accordance with the contract documents & specifications and plans known as **Newhall Library Tenant Improvements**, a copy of which is on file and open for inspection at the City Clerk's office counter. The base bid is estimated to cost approximately \$195,000.

In accordance with the provisions of California Public Contract Code Section 3300, the successful bidder shall possess a State Contractor's License, **Class B** at the time that a contract for this work is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for monies withheld by the City to ensure performance under the contract.

Bidders may fax or email their questions to Tara Leigh Concepcion at (661) 254-3538 or **tconcepcion@santa-clarita.com** until **1:00 p.m.** on or before, **September 24, 2013**. Any questions submitted after **September 24, 2013** will not be answered. Questions and answers will be issued as an addendum via fax to all plan holders prior to bid opening. **Bidders shall sign and return all addendums (if any) with the submitted bid proposal.** Failure to sign and return all addendums with the bid proposal could render the bid as nonresponsive and could act to bar award of the contract to any bidder not signing and returning all addendums.

This contract is subject to the State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1776 and 1777.5. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. A copy of the prevailing rate of per diem wages shall be posted at the job site.

Contractor shall further adhere to the requirements contained in the City of Santa Clarita's Labor Compliance Program, approved by the DIR for projects with a Bid Advertise Date of November 20, 2003 or later, and which will become part of the conformed documents. All pertinent California statutes and regulations, including, but not limited to those referred to in the City's Labor Compliance Program, are incorporated herein by reference as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

Contractor shall submit certified copy of all Certified Payroll Records (CPRs) with the progress payment on at least monthly basis to the City.

City Project Manager: Tara Leigh Concepcion
Contact Number: (661) 255-4342
Fax Number: (661) 254-3538
Email address: tconcepcion@santa-clarita.com

Published three (3) times: September 1, September 4, 2013, and September 7, 2013

SECTION B:
Instructions to Bidders

SECTION B: INSTRUCTIONS TO BIDDERS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

1. PROPOSAL FORMS

Bids shall be submitted in writing and on the PROPOSAL forms (see Section C) provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

2. PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified check, cashier's check or BIDDER's bid bond payable to the AGENCY or cash deposit in the amount not less than ten (10) percent of the total amount bid. Proposals not accompanied by such a guarantee will be deemed non-responsive and will not be considered. If a BIDDER to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. Proposal guarantees of all BIDDERS will be held until the successful BIDDER has properly executed all contract documents. The bonding company must be listed on Treasury Circular 570 and licensed to conduct business in the state of California, or licensed by the California State Department of Insurance to issue sureties.

3. DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR the Newhall Library Tenant Improvements – F2009, City of Santa Clarita, California – DO NOT OPEN WITH REGULAR MAIL.**" Proposals may be mailed or delivered by messenger; however, it is the BIDDER's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's Purchasing Office, Suite 120, prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will be deemed non-responsive and will not be considered.

4. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the BIDDER. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the BIDDER to submit a new proposal, providing there is time to do so.

5. IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF BIDDERS

In the event that any BIDDER acting as a prime CONTRACTOR has an interest in more than one proposal, all such proposals will be rejected, and the BIDDER will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one BIDDER and, while doing so, may also submit a formal proposal as a prime CONTRACTOR. Proposals will be accepted from BIDDERS who are not licensed in accordance with the provisions of the State Business and Professions Code; however, the successful BIDDER shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State CONTRACTOR's license, **Class A** at the time a contract for this work is awarded.

The Contract Documents are specified to construct improvements at crossings near three elementary schools. It is the intention of the AGENCY to award a contract to a BIDDER who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient and services, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. At the time of the bid opening, BIDDER shall provide documentation with references to substantiate his experience including job location, size, schedule and owner's name, address and telephone number for the above items. Before entering into a Contract, the successful bidder shall furnish a statement of his financial condition as may be required by the AGENCY.

The AGENCY may conduct investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER to do the Work in accordance with the Contract Documents to the AGENCY's satisfaction within the prescribed time. To determine the degree of responsibility to be credited to the BIDDER, the AGENCY will weigh any evidence including but not limited to evidence of suspension, debarment, exclusion, or determination of ineligibility by any other AGENCY. Any BIDDER which has been debarred by any PUBLIC AGENCY in the last (10) ten years is deemed not to be a qualified BIDDER for the purposes of this project.

If in the opinion of the AGENCY, a BIDDER is determined to be insufficiently qualified, then that bid will not be considered for award of the contract.

8. EXAMINATION OF CONTRACT DOCUMENTS

BIDDER shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the plans and specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that BIDDER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished, and as to the requirements of the proposal, plans, specifications, and other contract documents.

BIDDERS must satisfy themselves by personal examination of the work site, plans, specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No BIDDER shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Errors, omissions, or discrepancies found in the plans, specifications, or other contract documents shall be called to the attention of the AGENCY by fax as instructed and with the date and time given for BIDDERS questions in the most current NOTICE INVITING SEALED BIDS.

9. EMPLOYMENT OF LOCAL LABOR AND BUSINESSES

All BIDDERS are encouraged to utilize Santa Clarita Valley subcontractors and suppliers to the extent they are available, competitive and qualified. However, no bid will be affected either positively or negatively by the inclusion or exclusion of such Santa Clarita Valley businesses.

10. EQUIVALENT MATERIALS

Requests for consideration of a material, equipment, or product as an “or equal” to a specified material, equipment, or product must be included with the Proposal (Bid Schedule) at the time the Bid is submitted. Requests shall include all of the information requested in Proposal and shall be provided in a complete, clear, and concise manner; otherwise, the Bid will be deemed non-responsive and the BIDDER will be disqualified. The Agency will be the sole judge as to whether a proposed “or equal” is equivalent to the specified material, equipment, or product.

11. LEGAL RESPONSIBILITIES

Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature, whether the same are expressly referred to herein or not. BIDDERS submitting a proposal shall, by such action thereby, agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the plans, specifications, and other contract documents, and to full compliance therewith.

Additionally, BIDDERS submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification, or type of workman required, as set forth by the Director of Industrial Relations of the State of California.

12. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.

13. PROTECTION OF RESIDENT WORKERS

The City of Santa Clarita actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible BIDDER determined solely by the AGENCY as follows:

The basis for award of contract shall be the Contractor's base bid and the bid alternates.

The Agency reserves the right to award the contract for the base bid only, or base bid and bid alternates, at the City's sole discretion.

The AGENCY also reserves the right to add the bid alternates by Contract Change Order at any time during the project up to the last contract working day. The BIDDER agrees to hold all lump sum prices for bid alternates constant throughout the duration of the project up to the last contract working day. No additional compensation will be allowed for bid alternates added by Contract Change Order beyond the amount shown on the original bid.

Additionally, the AGENCY reserves the right to reject any or all proposals, delete portions of any and all bids, to waive any irregularity, and to take the bids under advisement for a period of NINETY 90 days, all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the BIDDER to whom the award is contemplated. All Bids will be compared with the Engineer's Estimate, and shall be within acceptable variance from the Estimate for each line item of the Base Bid Schedule.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the BIDDER whose proposal is accepted. No other act of the AGENCY shall constitute acceptance of a proposal. The award of contract shall obligate the BIDDER, whose proposal is accepted to furnish all required bonds, as well as evidences of insurance and execute the contract set forth herein. The successful BIDDER will be required to furnish a Labor and Material Bond in an amount equal to one hundred percent (100%) of the Contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Also, the successful BIDDER will be required to submit worker's compensation insurance, and liability insurance with the contract. Surety bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and satisfactory to the City of Santa Clarita.

15. ASSIGNMENT OF CONTRACT

The Contract may not be assigned without the written consent of the AGENCY, provided that this shall not preclude the assignment of the Contract as security or the assignment of the whole or any part of the proceeds of the Contract including monies, assessment, partial assessment, reassessment, or any bonds which may be issued and represent any assessment or reassessment due or to be due under the Contract.

16. REGISTRATION OF CONTRACTORS

The successful BIDDER shall possess a State Contractor's license, Class A at the time that a contract for this work is awarded, CONTRACTORS shall be licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code.

17. AGENCY CONTRACTOR MEETING

The CONTRACTOR to whom the award is made will be notified to meet with the AGENCY's Representative for the purpose of reviewing of plans and specifications and instructions on procedures.

18. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the AGENCY may require, to amend the specification and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum, or addenda. Copies of such addenda as may be issued will be furnished to all prospective BIDDERS. If the revisions and amendments are of a nature which require material changes in quantities or price bid, or both, the date set for opening bids may be postponed by such number of days as, in the opinion of the AGENCY, will enable BIDDERS to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

19. LIST OF SUBCONTRACTORS

Each BIDDER must submit with his bid the following:

- a) The Full name of each subcontracting firm as required by Government Code, Sec. 4201, typed or legibly printed.
- b) The address of each firm.
- c) The telephone number at the place of business.
- d) Work to be performed by each subcontracting firm.
- e) Total approximate dollar amount of each subcontract.
- f) If sub-contractor is participating as a Disadvantaged Business Enterprise(DBE), the following additional information is required on the "Designation of Subcontractors" form enclosed:
Status as a DBE, age of the firm and the annual gross receipts

Submit the "Subcontractor's List" form enclosed herewith. No Contract shall be considered unless such list is submitted as required.

The City of Santa Clarita reserves the right to reject any and all bids, or delete portions of any and all bids, or waive any informality in the bid not affected by law.

Before entering into a Contract, the successful BIDDER shall furnish a statement of his financial condition and previous construction experience or such evidence of his qualifications as may be required by the contracting AGENCY.

20. UNFAIR BUSINESS PRACTICES CLAIMS: ASSIGNMENT TO AWARDING BODY

Pursuant to Section 7103 of the Public Contracts Code, the contract to be awarded will be defined as a "public works contract". 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. Sec 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.

21. GENERAL

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

The form of Bidder's Bond provided in Section C, "Proposal," of the Standard Specifications shall be included with the Proposal.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion Affidavit.

22. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 2-1, "Award and Execution of Contract," of the Standard Specification of Public Works Construction (SSWPC), 2006 Edition, and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to Agency's mailing address.

23. PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-3.1, "Subcontracts" of the (SSWPC), shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

The subcontractors listed by you in THE Contract Documents shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

24. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

25. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

26. PROTEST PROCEDURES.

Any person or entity may present a formal protest to the City with respect to solicitations being conducted by staff. The protest must be in writing, on business letterhead addressed to the City Manager and delivered to the City Clerk.

Definitions.

Bidder means any person or firm providing a timely, written response to the City solicitation.

Bid response means the written response to the City solicitation provided by a person or firm.

Protest means a statement of protest, dispute, challenge, disagreement, disapproval or other objection regarding documents, determinations or actions taken or contemplated by the City with respect to a solicitation.

Solicitation means the document (Invitation for Bid, Request for Quote or Request for Proposal) by which the City identifies goods, services or public construction projects for which it seeks a bid response.

Timeframes.

Protests of any kind regarding the solicitation including, but not limited to, specifications, scope of work or process, must be received by the City not more than five business days after the last day for questions or the last addendum is issued, which ever is later.

Protests regarding bid responses or award of contract must be received by the City within five business days of when the protester knew or should have known of the facts and circumstances on which the protest is based. For information that is made public, the time will start from the date the information is made public.

Format.

The protest must include the following information at a minimum:

1. The name, address and phone number of the protester, or the authorized representative of the protester;
2. The signature of the protester or authorized representative of the protester;
3. The Invitation for Bid (IFB) or request for Proposal (RFP) number and title under which the protest is submitted;
4. A detailed description of the legal and/or factual grounds for the protest and all supporting documentation. For protests containing elements not based on publicly released information the protest must contain documentation clearly showing the date on which the protester received the information; and
5. The form of relief requested.

Protest Review.

The City will provide a written response to the protester within ten business days.

Mandatory Procedure.

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

27. PRECONSTRUCTION DOCUMENTS CHECKLIST

The following documents are required to be completed and submitted by the Contractor at the times specified by an X opposite each title. If no column is marked, document will not be required.

With Bid Proposal (All Bidders)			
With Agreement (Awardee only)			
Prior to Starting Construction (Awardee only)			
Post Starting Construction (Awardee only)			
X			Proposal Forms (Cover Sheet, Bid Schedule, References, Bidders Certification)
X			Non-collusion Affidavit, Certification of Non-Segregated Facilities
X			Debarment and Suspension
X			All Signed Addendums (If any)
X			Designation of Subcontractors
X			Bidder's Bond or Bidder's Security
X			Equal Employment Opportunity Certifications (Prime Contractor Only)
	X		Contract Agreement
	X		Faithful Performance Bond
	X		Labor and Material Bond
	X		Certification of Public Liability and Property Damage Insurance
	X		Certification of Worker's Compensation Insurance
	X		Certification of Fire and Extended Coverage Insurance (services involving real properties only)
	X		Subcontractor's EEO Certification with Regard to the Performance of Previous Contracts or Subcontracts (Required for all over \$10,000)
		X	Construction Schedule
		X	Schedule of Values
		X	List of all Subcontractors
		X	Materials List and Manufacturer's Brochures (As Required)
		X	Permits
		X	Emergency Contact Information
		X	Construction and Demolition Materials Management Plan

SECTION C:
Proposal

SECTION C: PROPOSAL

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

TO THE CITY OF SANTA CLARITA, AS AGENCY:

In accordance with AGENCY's NOTICE INVITING BIDS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the plans, specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, INSTRUCTIONS TO BIDDERS, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following BID SCHEDULE. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the proposal guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in BID SCHEDULE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the contract, the undersigned further agrees that in the event of the Bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY's option, be considered null and void.

Company Name: _____

Company Address: _____

By: _____
Print Name

Title: _____

Signature: _____

Date: _____

BID SCHEDULE

Newhall Library Tenant Improvements
 City Bid No. ENG-13-14-F2009
 City Project No. F2009

BASE BID ITEMS					
NOTE: ALL WORK ITEMS LISTED ARE PROVIDED AND INSTALLED COMPLETE PER PLANS AND SPECIFICATIONS					
Item No.	Item Description	Qty	Unit	Unit Price	Total
GENERAL CONDITIONS					
1	Mobilization (not to exceed 2% of base)	1	LS		\$ -
DEMOLITION					
2	Stage 1 Demolition Plan	1	LS		\$ -
DEMOLITION					
3	Stage 2 Demolition and Remediation Plan	1	LS		\$ -
CONSTRUCTION					
4	Construct Improvements per Plans & Specs	1	LS		\$ -

TOTAL BASE BID (IN NUMBERS) = **\$** **-**

TOTAL BASE BID (IN WORDS):

BID SCHEDULE

Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009

BID ALTERNATE ITEMS					
NOTE: ALL WORK ITEMS LISTED ARE PROVIDED AND INSTALLED COMPLETE PER PLANS AND SPECIFICATIONS					
ALT No.	Item Description	Qty	Unit	Unit Price	Total
1	Remove Existing T Bar Ceiling & Improve Ceiling	1	LS		\$ -
2	Improve New Conference Room & New Classroom	1	LS		\$ -

DESIGNATION OF SUBCONTRACTORS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

Listed below are the names and locations of the places of business of each subcontractor, supplier, and vendor who will perform work or labor or render service in excess of ½ of 1 percent, or \$10,000 (whichever is greater) of the prime contractor's total bid: DBE status, age of firm and annual gross receipts are required if sub contractor is participating as a DBE.

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with **Section 2-3 "Subcontracts"** of General Provisions in these contract documents.

DESIGNATION OF SUBCONTRACTORS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with **Section 2-3 "Subcontracts"** of General Provisions in these contract documents.

DESIGNATION OF SUBCONTRACTORS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with **Section 2-3 "Subcontracts"** of General Provisions in these contract documents.

REFERENCES

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

The following are the names, addresses, and telephone numbers of three public agencies for which BIDDER has performed similar work within the past 3 years:

1. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance bonds:

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

The bidder under penalty of perjury, certified that except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal AGENCY;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal AGENCY within past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidders' responsibility. For any exception noted above, indicate below to whom it applies, initialing AGENCY, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

This bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925.11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, and Director of Office of Federal Contract Compliance, a Federal Government contracting or administering AGENCY, or the former President's Committee on Equal Employment Opportunity, all reports that are under the applicable filing requirements.

Company: _____

By: _____

Title: _____

Date: _____

Note: The above certification is required by the Equal Employment Opportunity of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 60-1.5, (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, the Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime CONTRACTORS and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such CONTRACTOR submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BIDDER'S INFORMATION AND CERTIFICATION

Bidder certifies that the representations of the bid are true and correct and made under penalty of perjury.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, Bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Bidder's Name: _____

Business Address: _____

Telephone No.: _____

State CONTRACTOR's License No. & Class: _____

Original Date: _____ Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner or joint venture are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this _____ day of _____ 20__.

BIDDER:

Signature

Name and Title of Signatory

Legal Name of Bidder

Address

Telephone Number

Federal Tax I.D. No.

SIGNATURES MUST BE MADE AND NOTARY ACKNOWLEDGMENTS OF EXECUTION OF BIDDER MUST BE ATTACHED

Subscribed and sworn to this _____ day of _____, 20__.

Notary Public _____ (SEAL)

BID SECURITY FORMS FOR CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this Proposal is a *certified/cashier's check payable to the order of the City of Santa Clarita for: _____ dollars (\$_____), this amount being not less than ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said AGENCY provided this Proposal shall be accepted by said AGENCY through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

Project Name: Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009

Bidder's Signature

CONTRACTOR

Address

City, State, Zip Code

* Delete the inapplicable work.

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

**PROPOSAL GUARANTEE
BID BOND**

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER,
and _____ as SURETY, are held and

firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____
dollars (\$ _____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the
above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid
to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and the contract
is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be
null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREAS, the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20_____.

BIDDER:

Signature

Name and Title of Signatory

Address

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ **(SEAL)**

*Provide BIDDER and SURETY name, address, and telephone number and the name, title, address, and
telephone number for authorized representative.

IMPORTANT - Surety Companies executing Bonds must appear on the Treasury Department's most
current list (Circular 570, as amended) and be authorized to transact business in the State where the
project is located.

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

To the CITY OF SANTA CLARITA:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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; that 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; that all statements contained in the bid are true; and, further, that 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.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THE "BIDDER'S CERTIFICATION" SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH FORM A PART OF THE PROPOSAL. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

NON-COLLUSION AFFIDAVIT

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

TO BE EXECUTED BY EACH BIDDER OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
) §
COUNTY OF LOS ANGELES)

_____ being first duly sworn deposes and says that he is the _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, or that anyone shall refrain from bidding, that said BIDDER has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said BIDDER or of any other BIDDER, or to fix the overhead, profit, or cost element of such bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true, and further, that said BIDDER has not, directly or indirectly, submitted his 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 in connection, therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or AGENCY thereof, or to any other individual information or data relative thereto, or paid and will not pay any fee in connection, therewith to any corporation, partnership, company association, organization, bid depository, or to any member or AGENCY thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Bidder: _____
 Signature

Title _____

Subscribed and sworn to and before me this _____ day of _____, 20__.

Seal of Notary

BIDDER'S QUESTIONNAIRE

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

If the bidder has answered the questionnaire within the past year and there are no significant changes in the information requested, then the bidder need not file a new questionnaire. If there are changes, indicate those changes. Should the space provided not be adequate, so indicate and complete information on a separate page(s) and attach hereto.

1. Submitted by: _____ Telephone: _____
Principal Office Address: _____

2. Type of Firm: _____
Corporate: _____ Other: _____
Individual: _____
Partnership: _____

3a. If a corporation, answer these questions:
Date of Incorporation: _____ State of Incorporation: _____
President's Name: _____
Vice-President's Name: _____
Secretary or Clerk's Name: _____
Treasurer's Name: _____

3b. If a partnership, answer these questions:
Date of organization: _____ State Organized in: _____

Name of all partners holding more than a 10% interest: _____

Designate which are General or Managing Partners.

4. Name of person holding CONTRACTOR's license: _____
License number: _____ Class: _____ Expiration Date: _____

**BIDDER'S QUESTIONNAIRE
(cont'd)**

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

5. CONTRACTOR's Representative: _____
Title: _____
Alternate: _____
Title: _____

6. List the major construction projects your organization has in progress as of this date:

Owner: (A) _____	(B) _____
Project Location: _____	_____
Type of Project: _____	_____

CERTIFICATION OF NON-SEGREGATED FACILITIES

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

CONTRACTOR

Required by the May 19, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor – 32 F.R. 7439, May 19, 1967 (F.R. Vol. 33, No. 33 – Friday, February 16, 1968 – p. 3065).

SECTION D:
**Capital Improvement
Project Agreement**

CAPITAL IMPROVEMENT PROJECT AGREEMENT

Contract

***NEWHALL LIBRARY TENANT IMPROVEMENTS
BID NO. ENG-13-14-F2009
CITY PROJECT NO. F2009***

This AGREEMENT is made and entered into for the above-stated project this ___ day of _____, 20___, BY AND BETWEEN the CITY OF SANTA CLARITA, as CITY, and _____ as CONTRACTOR.

CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

That contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, special drawings, appendices, and City's Labor Compliance Program; together with this AGREEMENT and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said AGREEMENT documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of or allegedly caused by the CONTRACTOR'S performance of or failure to perform any services under this Agreement, or by the negligent or willful acts or omissions of CONTRACTOR, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which CONTRACTOR has agreed to indemnify Indemnitees as provided above, CONTRACTOR, upon notice from City, shall defend Indemnitees at its expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by CONTRACTOR in this Agreement shall not limit the liability of CONTRACTOR hereunder. The provisions of this section shall survive the expiration or earlier termination of this agreement.

The provisions of this section do not apply to Claims occurring as a result of the City's active negligence or acts of omission.

ARTICLE VI

CONTRACTOR affirms that the signatures set forth hereinafter in execution of this AGREEMENT represent all individuals, firm members, partners, joint venturers, or corporate officers having principal interest herein.

ARTICLE VII

Nature of Relationship

CONTRACTOR shall not be subject to day-to-day supervision and control by CITY employees or officials. CONTRACTOR shall perform services in accordance with the rules, regulations

and policies of CITY respecting such services, and in accordance with appropriate standards of professional conduct, if any, applicable to the services provided. CITY shall not be responsible for withholding any payroll or other taxes on behalf of CONTRACTOR. It is understood and agreed that the CONTRACTOR is, and at all times shall be, an independent CONTRACTOR and nothing contained herein shall be construed as making the CONTRACTOR, or any individual whose compensation for services is paid by the CONTRACTOR, an agent or employee of the CITY, or authorizing the CONTRACTOR to create or assume any obligation of liability for or on behalf of the CITY.

ARTICLE VIII

CONTRACTOR shall maintain and submit certificates of all applicable insurance including, but not limited to, the following and as otherwise required by law. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for non-payment of premiums or otherwise, without thirty (30) days prior written notice of amendment or cancellation to the CITY. In the event the said insurance is canceled, the CONTRACTOR shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

Liability Insurance

During the entire term of this agreement, the CONTRACTOR agrees to procure and maintain General Liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities, errors or omissions, of the CITY, or CONTRACTOR or any person acting for the CITY, or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of the CITY, or CONTRACTOR or any person acting for the CITY, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect the CITY against incurring any legal cost in defending claims for alleged loss. Such General, Public and Professional liability and property damage insurance shall be maintained in full force and effect throughout the term of the AGREEMENT and any extension thereof in the amount indicated above or the following minimum limits:

A combined single limit liability policy in the amount of \$2,000,000 or a commercial general liability policy with a \$2,000,000 occurrence limit and a \$4,000,000 aggregate limit will be considered equivalent to the required minimum limits.

All of such insurance shall be primary insurance and, shall name the City of Santa Clarita as additional insured. A Certificate of Insurance and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to City prior to execution of this Agreement on behalf of the City.

Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate. In the alternative, should CONTRACTOR fail to meet any of the insurance requirements under this agreement, City may cancel the Agreement immediately with no penalty.

Should Contractor's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, CONTRACTOR must notify City within 24 hours of receipt of notice of cancellation. Furthermore, CONTRACTOR must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. CONTRACTOR must ensure that there is no lapse in coverage.

If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the CONTRACTOR agrees that the minimum limits herein above designated shall be changed accordingly upon request by the City Manager.

The CONTRACTOR agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to persons or property resulting from the CONTRACTOR's activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible.

Worker's Compensation Insurance

The CONTRACTOR shall procure and maintain, at its sole expense, Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence or in such amount as will fully comply with the laws of the State of California and which shall indemnify, inure and provide legal defense for both the CONTRACTOR and the CITY against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the CONTRACTOR in the course of carrying out the work within the AGREEMENT. Such insurance shall also contain a waiver of subrogation naming the City of Santa Clarita.

Automotive Insurance

The CONTRACTOR shall procure and maintain, at its sole expense, throughout the term of this AGREEMENT, and any extension thereof, public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit. All such insurance shall be primary insurance and shall name the City of Santa Clarita as an additional insured.

Fire and Extended Coverage Insurance (Services involving real property only)

CONTRACTOR also agrees to procure and maintain, at its sole expense, during the term of this Agreement, and any extension thereof, a policy of fire, extended coverage and vandalism insurance.

ARTICLE IX

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all AGREEMENTS entered into with the City. CONTRACTOR agrees to complete all required forms necessary to comply with EDD regulations.

ARTICLE X

Term

This AGREEMENT shall be effective for a period beginning on the date shown in the Notice to Proceed, and ending on 35 days after the date of recordation of the Notice of Completion unless sooner terminated.

Modification/Termination

No modification, amendment or other change in this AGREEMENT or any provision hereof shall be effective for any purpose unless specifically set forth in writing and signed by duly authorized representatives of the parties hereto. This AGREEMENT may be terminated with or without cause by CITY giving CONTRACTOR thirty (30) days advance written notice. Any reduction of services shall require thirty (30) days advance written notice unless otherwise agreed in writing between CONTRACTOR and CITY. In the event of termination, CONTRACTOR shall be entitled to compensation for all satisfactory services completed and materials provided to the date of the notice of termination.

Conflict of Interest

CONTRACTOR will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

Non-Effect Waiver

CONTRACTOR's or CITY's failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of future exercise of such rights or remedies, unless otherwise provided for herein.

Severability

In the event that any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this AGREEMENT, and the AGREEMENT shall then be construed as if such unenforceable provisions are not a part hereof.

Governing Law

This AGREEMENT shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

Compliance with Law

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including City's Labor Compliance Program. CONTRACTOR shall comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) in order to prevent pollution to local waterways. Failure to implement NPDES Requirements shall result in project delays through City issued Stop Work Notices and/or fines levied against the CONTRACTOR.

Prevailing Wages

If required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California prevailing wage determination at www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

This contract is subject to state prevailing wage requirements of the California Labor Code including Sections 1770 and 1773, and the City's California Department of Industrial Relations (DIR) approved Labor Compliance Program. All covered work classifications required in performance of this contract will be subject to prevailing wage provisions. The Contractors and its subcontractors shall pay not less than the state wage rates. Contractor shall further adhere to the requirements contained in the City of Santa Clarita's Labor Compliance Program. A copy of the Labor Compliance Program is available for review upon request at the Office of the City Clerk. All pertinent state statutes and regulations, including, but not limited to those referred to in this contract and in the City's Labor Compliance Program, are incorporated herein as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all applicable state statutes and regulations and adhering to the latest editions of such.

Protection of Resident Workers

The City of Santa Clarita actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract

Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

The parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names and titles this ____ day of _____ 20__.

CONTRACTOR: CONTRACTOR Name: _____

Address: _____

Phone & Fax No. _____

ALL SIGNATURES MUST BE WITNESSED BY NOTARY

Signed By: _____

Print Name & Title: _____

CONTRACTOR's License No. _____

Class _____

CITY: _____ Date: _____
Mayor/City Manager of the City of Santa Clarita

Attest: _____ Date: _____
City Clerk of the City of Santa Clarita

Approved as to Form: _____ Date: _____
City Attorney of the City of Santa Clarita

FAITHFUL PERFORMANCE BOND

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, AND _____, as SURETY, are held and firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____ dollars (\$_____), which is one-hundred (100%) percent of the total amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligation or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

LABOR AND MATERIAL BOND

**Newhall Library Tenant Improvements
City Bid No. ENG-13-14-F2009
City Project No. F2009**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR AND _____, as SURETY, are held and firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____ dollars (\$_____), which is one-hundred (100%) percent of the total amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

SECTION E:
General Specifications

SECTION E: GENERAL SPECIFICATIONS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

SCOPE OF WORK

The work generally consists of construction including but not limited to demolition, framing, flooring, HVAC, plumbing, drywall, electrical and painting tenant improvements as described in the construction plans and documents.

The intent of the contract is to provide for the construction and completion in every detail of the work described in the contract documents. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies to provide a complete project and operational system. Sundry items required to complete the work and provide a fully functional system, but not specifically shown or indicated in the contract documents, shall be provided in accordance with the best standard practice of the trade. The cost of items of work not identified in the Bid Schedule will not be paid for separately, but shall be considered to be included in the price bid for other items of work.

LOCATION OF WORK

The general location and limits of work is at the (old) Newhall Library at 22704 West Ninth Street, Santa Clarita, CA 91321.

TIME OF COMPLETION

The CONTRACTOR shall complete all work in every detail within Forty Five **(45) working days** after the date stated in the Notice to Proceed with Work.

NOTIFICATION

The CONTRACTOR shall notify the AGENCY not less than (2) working days prior to start of work. The CONTRACTOR shall also call Underground Service Alert at (800) 227-2600 as required.

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the CONTRACTOR and SUBCONTRACTORS shall be filed with the City and the County Sheriff's Department on the day of the pre-construction meeting.

RECYCLING PLAN

Within 7 days of award of Contract, the Contractor shall submit a Construction and Demolition Materials Management Plan (C&DMMP) in accordance with Chapter 15.46, Construction and Demolition Materials Management, of the City of Santa Clarita Municipal Code. This plan shall outline the quantity of inert material (including dirt, rock, brick, sand, and gravel) and construction material that may be recycled or reused and the possible recycling methods. The C&DMMP must be approved by the Environmental Services Division prior to construction. A sample C&DMMP is provided in **Appendix A**.

When preparing the C&DMMP, the Contractor must name the hauler or haulers that the Contractor plans on using for the project. The Contractor must use a hauler that currently has a franchise agreement with the City of Santa Clarita (see **Appendix A** for a list of franchised haulers). Contractors are urged to contact the Environmental Services Division at (661) 286-4098 if there are any questions prior to the submission of the C&DMMP. If the Contractor selects to self-haul, the Contractor must name the facility where the material is going to be hauled on the C&DMMP.

In accordance with Chapter 15.46, Construction and Demolition Materials Management of the City of Santa Clarita Municipal Code, at least fifty percent (50%) of all Construction and Demolition Materials and Inert Wastes from construction, demolition, grading, and renovation projects shall be diverted from landfills. At least 50% of the construction and demolition materials on this project must be recycled. All weight tickets and estimates of materials shall be given to the city's project inspector.

All surplus material shall become the property of the Contractor and shall be disposed of at the Contractor's expense. All materials removed from the work area to be disposed off site unless otherwise specified. Contractor shall dispose of all debris in full compliance with all government regulations having jurisdiction.

All vegetation, trash, demolished structures and pavement materials shall be removed in clearing and site maintenance operations and shall become the property of the Contractor and shall be disposed of outside the site of the work and at the expense of the Contractor.

The Contractor shall keep the project site clean and free from rubbish and debris at all times, as well as any adjacent areas, which are affected by the construction operations.

STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2012 Edition of the Standard Specifications for Public Works Construction, GreenBook, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General CONTRACTORS of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 10801 National Boulevard, Suite 100, Los Angeles, California 90064, telephone (800) 873-6397.

The Standard Specifications set forth above control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Provisions, or other contract documents. The following Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted, and the section numbers of the Provision coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendments, specifying of options, or additions are called out.

The technical specifications for all architectural improvements are supplied in the CSI specifications section of this document are in the Construction Specification Institute (CSI) format.

SECTION F:
General Provisions – Part 1

SECTION F: GENERAL PROVISIONS

Newhall Library Tenant Improvements City Bid No. ENG-13-14-F2009 City Project No. F2009

City of Santa Clarita, CaliforniaThe general provisions for this contract shall be in conformance with Part 1, "General Provisions," of the Standard Specifications for Public Works Construction, 2012 Edition, (SSPWC or Greenbook), accept as amended and or superseded by the following:

PART 1 - GENERAL PROVISIONS

BIDDER shall take note that the amendment and additional provision that follow are not all shown in the order or numbering system as shown in the Greenbook 2012 edition.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

Agency	-	City of Santa Clarita
Board	-	City Council representing the City of Santa Clarita
City	-	City of Santa Clarita
City Attorney	-	Attorney for the City of Santa Clarita
C&DMMP	-	Construction & Demolition Materials Management Plan
Engineer	-	City of Santa Clarita, City Engineer
Inspector	-	Inspector for the City of Santa Clarita
Owner	-	City of Santa Clarita
State	-	State of California
BMPs	-	Best Management Practices
SSPWC	-	Standard Specification of Public Works Construction, 2012 Edition
Greenbook	-	Standard Specification of Public Works Construction, 2012 Edition

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT – Replace as follows

Within ten (10) working days after the date of the AGENCY's notice of award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Capital Improvement Project Agreement
- Faithful Performance Bond
- Labor and Material Bond
- Public Liability and Property Damage Insurance Certificate and Endorsements
- Auto Insurance
- Worker's Compensation Insurance Certificate
- W-9 Form

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

PRE-CONSTRUCTION MEETING

A Pre-Construction Meeting shall be conducted at the Santa Clarita City Hall, 23920 Valencia Boulevard, Santa Clarita, CA 91355, prior to the start of construction. The job-site foreman or superintendent assigned by the CONTRACTOR for this project shall be present at the Pre-Construction Meeting. The CONTRACTOR shall prepare a tentative progress schedule for submission and review at the Pre-Construction Meeting. The discussion shall include: verification of equipment orders; project supervision; on-site inspection; progress schedules and reports; payments to CONTRACTOR; safety; and other anticipated problems pertinent to the project. The City of Santa Clarita will issue Notice to Proceed and Permits at the Pre-Construction Meeting or shortly after.

At this conference, the CONTRACTOR shall designate, in writing, a representative who shall have complete authority to act for the CONTRACTOR. An alternate representative may be designated. The representative or alternate shall be present at the job site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the project, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR.

In the absence of the CONTRACTOR or its designated representative, necessary or desirable directions or instructions may be given by the Engineer to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

Those attending the meeting shall include, but not be limited to the following:

- CONTRACTOR
- SubCONTRACTORS
- CONTRACTOR representative or certified payroll designee for Labor Compliance instructions
- City of Santa Clarita Project Manager
- City of Santa Clarita Project Inspector
- Affected utility companies representatives

One week prior to this meeting the CONTRACTOR shall submit the following:

- a. Construction Schedule
- b. Construction Phasing plan
- c. Construction and Demolition Materials Management Plan (C&DMMP)

2-3 SUBCONTRACTS

2-3.2 Additional Responsibility- The second and third paragraphs of Subsection 2-3.2 of the SSPWC is hereby deleted and replaced with the following:

The CONTRACTOR shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at **least 30 percent** of the Contract Price, but not less than the amount specified in Section 14, "Federal Requirements for Federal-Aid Construction Contracts", of the special provisions. The contract labor performed or provided by the CONTRACTOR shall amount to at **least 15 percent** of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the CONTRACTOR with its own organization. When items of work in the bid schedule are preceded by the letter (s), said items are designated "specialty items." Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump Sum Price. When a portion of an item is subcontracted, and value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the CONTRACTOR, subject to approval by the ENGINEER.

The prime CONTRACTOR shall provide a description by bid item number and also otherwise fully designate the portion of work and amount of cost to be performed by each subCONTRACTOR.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subCONTRACTORS.

The CONTRACTOR shall return all moneys withheld in retention from the subCONTRACTOR within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 6-8 of the SSPWC. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the CONTRACTOR or subCONTRACTOR in the event of a dispute involving late payment or nonpayment by the CONTRACTOR or deficient subcontract performance or noncompliance by a subCONTRACTOR.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until one year after the date of recordation of the Notice of Completion. The Labor and Material Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion, or until all claims for material and labor are paid, whichever is greater.

2-5 PLANS AND SPECIFICATIONS

2-5.1 GENERAL - Add the following for specifics

The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the City and shall immediately notify the Engineer of errors, inconsistencies, or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. The CONTRACTOR shall be allowed an adjustment in the contract price or an extension of the contract time, or both, directly attributable to any such suspension, if the CONTRACTOR makes an approved claim therefore as provided in Section 3, "Changes in Work" of the Standard Specifications.

2-5.3 SUBMITTALS - Add the following: Submittals shall be submitted to:

City of Santa Clarita
23920 Valencia Blvd. Suite 300
Santa Clarita, CA 91355
Phone: (661) 255-4342
Fax: (661) 254-3538
Attention: Tara Leigh Concepcion

2-5.4 DRAWINGS AND SPECIFICATIONS (AS-BUILT)- Add the following:

The CONTRACTOR shall maintain on the job site, a set of full-size blue-line or black line prints, to which the Engineer shall have access at all times.

The plans, specifications, and other Contract Documents shall govern the project. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the plans, or on the plans and not in the specifications, shall be as though shown or mentioned in both.

While it is believed that much of the project will be shown on the plans or indicated in the specifications, this does not warrant the completeness or accuracy of such information. The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the project, which would have been disclosed by a reasonable examination of the site.

On these plans, the CONTRACTOR shall make all as-built conditions, locations, configurations, and other details which may vary from the details represented on the original drawings. This master record of as-built conditions, including all revisions made necessary by Addenda, Change Orders, and the like, shall be maintained up to date during the progress of the work.

In the case of those drawings, which are superseded by final shop drawings, the as-built drawings shall be updated by indicating how those portions are superseded.

Upon completion of the work and prior to final acceptance, legible, reproducible, as-built drawings shall be turned over to the Owner. Progress payments shall be withheld if as-built drawings are not being updated. Final payment shall be withheld until as-built drawings are submitted and accepted by the Engineer.

2-6 WORK TO BE DONE

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the plans, specifications, and contract documents. CONTRACTOR shall provide safe and adequate pedestrian and vehicular movement at and around the building and construction site shall be maintained at all times.

2-11 INSPECTION OF THE WORK – Add the following:

The CONTRACTOR shall notify the Engineer or City Inspector forty-eight (48) hours in advance of the start of work. There will be an inspection of this project to ensure strict adherence to the plans and specifications.

Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by the City. No concrete or asphalt pavement shall be placed prior to Agency inspection of the work area and sub-grade conditions.

The inspection of the work shall not relieve the CONTRACTOR of any of his obligations to fulfill the Contract as prescribed. Defective work shall be made good, and unsuitable materials may have been previously overlooked by the Engineer and accepted.

SECTION 3 - CHANGES IN WORK -

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 GENERAL - *Add to Section 3 the following:*

The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

Each approved change order shall be considered as an amendment to the Contract Documents and shall not be considered approved until executed by the Owner.

The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work. The CONTRACTOR shall proceed with the performance of any changes in the work so ordered by the Engineer unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Time, or both in which event he shall give the Engineer WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for change in Contract Price or Time within thirty (30) days.

Engineer has authority to make minor changes in the work, which do not involve extra cost and are not inconsistent with the Contract Documents. CONTRACTOR's acting on such instructions, explanations and drawings of Engineer means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work in accordance with the intent of the Contract Documents and do not constitute a basis for modification of the Contract Documents as to price or time.

The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instructions from the Owner.

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for the increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work.

Extra work to be paid for on a force account basis as directed by the Owner's Representative will be paid for as set forth in Section 3 "Changes in Work" of the Standard Specifications. The labor surcharge, equipment rental rates and the right of way delay factors for each classification of equipment are listed in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates.

3-3 EXTRA WORK

Subsection 3-3.2.3 - Markup is replaced by the following:

a. Work by the 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%

b. Work by the SUBCONTRACTOR: The aggregate of all markups for added work, regardless of the number of tiers of SUBCONTRACTORS used, shall not exceed the markup established in Subsection 3-3.2.3a plus 10-percent on the first \$2,000 of extra work and 5-percent on work in excess of \$2,000.

3-4 CHANGED CONDITIONS - Add to Section 3-4, "Changed Conditions" the following:

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the plans and specifications or in an examination of the conditions at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Field differences in dimensions may exist that might not have been considered or observed during design of this project. Upon discovery of the difference, the CONTRACTOR shall promptly notify the Engineer or City Inspector and the City having jurisdiction in writing at least two weeks (10 working days) in advance of disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the CONTRACTOR shall assume full responsibility for necessary revisions.

The CONTRACTOR will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 3-3 "Extra Work," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the CONTRACTOR as correct. The notice of potential claim shall set forth in what respects the CONTRACTOR's position differs from the Engineer's determination and provide any additional information obtained by the CONTRACTOR, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the CONTRACTOR's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Preliminary Geotechnical Report," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the CONTRACTOR subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

3-6 NOTICE TO SURETIES

Section 3, Changes in Work, is amended by adding thereto the following Subsection 3-6:

The CONTRACTOR shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustments to the AGENCY.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General: The CONTRACTOR and all subCONTRACTORS, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the CONTRACTOR shall also restore to full compliance with requirements of this contract portions of the work that are found to not meet those requirements. The CONTRACTOR shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. Repairs, replacements, and restorations shall be made within 30 days after the date of the ENGINEER's written notice.

4-1.6 Trade Names or Equals - Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth herein and in the INSTRUCTION TO BIDDERS.

SECTION 5 – UTILITIES

5-1 LOCATION - Add the following:

The following Utilities, with contact information, are known to be within the Contract limits:

The following Utility Company's shall be contacted regarding information of their known facilities:

1. Gas Contact:
Southern California Gas Company
9400 Oakdale Ave.
Chatsworth, CA 91313

Attention: Transmission Planning Office
(818) 701-3228
2. Telephone Contact:
AT&T
26971 Furnivall Ave., Room D102
Santa Clarita, CA 91351
Attention: Lori Torossian
(661) 251-3336

3. Waterline Contact:
Newhall Water
P.O. Box 220970
Santa Clarita, CA 91321
Attention: Josh Wyma
(661) 259-3610

4. Waterline Contact:
Santa Clarita Water
P.O. Box 903
Santa Clarita, CA 91380
Attention: Wayne Rowley
(661) 259-2737

5. Electric Contact:
Southern California Edison
25625 W. Rye Canyon Road
Valencia, CA 91355
Attention: Jeff Mouser
(661) 257-8221

The CONTRACTOR's attention is directed to Section 5 "Utilities" and Subsections 7-9 "Protection and Restoration of Existing Improvements" of the Standard Specifications and to the contract Plans for location of utilities. The CONTRACTOR shall verify the location, size, and type of all existing utilities prior to construction.

Utilities include but are not limited to; telephone, electricity, gas, domestic water, reclaimed water, and sewer.

Payment for construction relocation of these utility lines if within work area limits shall be the responsibility of the respective utility companies, unless otherwise indicated elsewhere in these Special Provisions.

The CONTRACTOR shall obtain all necessary permits and notify the affected agencies at least 72 hours in advance of excavating around any of their structures. The utility companies listed above can be contacted as indicated. It shall be the responsibility of the CONTRACTOR to coordinate all phases of construction with the various utility companies involved.

The location and existence of utilities and improvements shown on the plans are approximate and taken from available records. The CONTRACTOR shall pothole to verify the location of existing improvements and shall take all precautions to protect them whether shown or not. The CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to any excavation. The CONTRACTOR is advised of the existence of the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the CONTRACTOR with the precise locations of their substructures in the construction area when the CONTRACTOR gives at least 48 hours notice to Underground Service Alert by calling 1-800-422-4133.

The exact location and identification of all existing utilities shall be determined by the CONTRACTOR prior to the start of any work.

The CONTRACTOR shall protect-in-place all utilities otherwise noted on the plans. Full compensation for utility verification shall be considered as included in other related items of work involved and no additional compensation shall be made.

UTILITY VERIFICATION

Full compensation for utility verification shall be considered as included in other related items of work involved and no additional compensation shall be made.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

The CONTRACTOR shall prepare a construction schedule for this contract in conformance with the Provisions in Section 6-1, "Construction Schedule and Commencement of Work," of the Standard Specifications.

The CONTRACTOR's proposed schedule and staging plan shall be submitted to the Engineer for approval within five (5) working days after the Agency's issuance of a notice of award of contract. Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The work shall start within seven (7) consecutive calendar days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

The CONTRACTOR shall prepare a computer generated CPM schedule for this project. The schedule shall be generated using Microsoft Project, or an approved substitute. The schedule shall be broken down into activities with durations each less than two weeks and valued at less than \$20,000. No more than 15% of the activities may be on the critical path of the baseline schedule. The baseline schedule will be reviewed by the Engineer and the CONTRACTOR shall make any reasonable changes requested to make the schedule acceptable.

On a weekly basis, the CONTRACTOR shall submit an updated schedule reflecting the work progress for the previous two weeks. If, at any time, the updated schedule shows project completion ten or more working days behind schedule, the CONTRACTOR shall be required to submit a recovery schedule showing how the original completion date will be met. After the recovery schedule has been found to be acceptable by the Engineer, it will be used to govern work until the original schedule is recovered.

On a weekly basis, the CONTRACTOR shall submit a task schedule reflecting the work scheduled for each day for the following two weeks.

Compliance with the scheduling requirements of this section is of the essence of this contract. Failure to comply with the requirements of this section may result in the Owner retaining money from the monthly pay request.

Failure of the CONTRACTOR to adhere to the approved construction schedule will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each occurrence of a construction schedule violation as provided herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of \$1,000, unless otherwise provided in the specifications.

All schedule submittals shall be made electronically and in printed format acceptable to the Engineer

6-6 DELAYS AND EXTENSIONS OF TIME

6-6.1 General - In the second paragraph, replace the word "materials" with the words "materials, equipment, or labor".

No extension of time will be granted for the CONTRACTOR'S inability to secure materials for this project.

6-7 TIME OF COMPLETION

6-7.1 General - The CONTRACTOR shall begin work within seven (7) calendar days after date of the Notice to Proceed and shall diligently prosecute the work to completion in every detail, within **Forty Five (45) Working Days** after the date in the Notice to Proceed with Work, exclusive of maintenance periods if any.

6-7.2 Working Day - CONTRACTOR's activities shall be confined to the hours between 7:00 am. and 4:00 pm. Monday through Friday. In addition, no work shall be performed by the CONTRACTOR on Saturday, Sunday, or on AGENCY-designated holidays. Days designated as holidays by the AGENCY are listed in Table 1.

Deviations from these restrictions will not be permitted without the prior consent of the ENGINEER, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to these restrictions will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each occurrence of a working day or hours violation, as provided herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of \$1,000, unless otherwise provided in the specifications.

TABLE 1
AGENCY-DESIGNATED HOLIDAYS

Thanksgiving, Christmas, New Year's, Martin Luther King Day, and President's Day

6-9 LIQUIDATED DAMAGES

Liquidated damages for failure of the CONTRACTOR to complete the work within the time allowed are hereby amended to be one thousand dollars (\$1,000.00) per day.

SECTION 7 - RESPONSIBILITIES OF CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dba at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

The CONTRACTOR shall not start, operate, move, or idle equipment prior to the designated working time of 7:00 a.m. Monday through Friday unless otherwise approved by the AGENCY.

7-2 LABOR

7-2.2 LAWS - The CONTRACTOR and all subCONTRACTORS, suppliers, and vendors shall comply with all AGENCY, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The CONTRACTOR shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

In accordance with the Labor Code, as provided in Section 1773, et. seq., the AGENCY has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The CONTRACTOR shall not pay less than these rates.

7-3 LIABILITY INSURANCE

Liability insurance coverage requirements are amended as follows:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$ 2,000,000
Products/Completed Operations Hazard	\$ 1,000,000
Comprehensive Automobile Liability	\$ 1,000,000
Contractual General Liability	\$ 2,000,000

A combined single-limit policy in the amount of \$2,000,000 or a commercial general liability policy with a \$2,000,000 occurrence limit and a \$4,000,000 aggregate limit will be considered equivalent to the required minimum limits.

Except as provided for in Subsection 6-10, the CONTRACTOR shall save, keep and hold harmless the AGENCY, its officers, employees, and agents from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or a negligent act or omission by the CONTRACTOR, any of the CONTRACTOR's employees, or any subCONTRACTOR. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided for in Subsection 6-10 of the SSPWC.

Except as provided for in Subsection 6-10, the CONTRACTOR shall save, keep and hold harmless the following:

- City of Santa Clarita (Property Owner)
- Additional Property Owners as required to complete the work.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of an expiration or proposed cancellation of such policies for any reason whatsoever, the AGENCY shall be notified by registered or certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

A Certificate of Insurance evidencing the above policy shall be submitted to the AGENCY concurrently with the filing of the Faithful Performance Bond and Payment (Labor and Material) Bond and shall be subject to the approval of the City Attorney.

All of such insurance shall be primary insurance and, except for professional liability insurance, shall name the City of Santa Clarita and its officers, agents, servants and employees, as additional insured. The policy shall also name the following as additional insured:

- City of Santa Clarita (Property Owner)
- Additional Property Owners as required to complete the work

The cost of this insurance shall be included in the CONTRACTOR's bid.

7-5 PERMITS

Subsection 7-5 of the SSPWC is hereby deleted and replaced with the following:

Prior to the start of work, the CONTRACTOR shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. AGENCY permits will be issued at no charge to the CONTRACTOR. The CONTRACTOR and all subCONTRACTORS shall be licensed in accordance with State Business and Professions Code. The CONTRACTOR shall also obtain, at the CONTRACTOR's cost, any and all other permits, licenses, inspections, certificates or authorizations required by any governing body or entity.

The CONTRACTOR shall pay all costs incurred by the permit requirements. The AGENCY will reimburse the CONTRACTOR permit fees associated with the contract. CONTRACTOR shall submit original permit fees for review by AGENCY prior to any reimbursement. No reimbursement to the CONTRACTOR will be made for his time or associated costs incurred in procuring construction permits.

7-6 CONTRACTOR'S REPRESENTATIVE

Add the following: The CONTRACTOR's Representative is required to be accessible by cellular phone at all times.

7-8 WORK SITE MAINTENANCE

7-8.2 AIR POLLUTION CONTROL *Section 7-8.2, Air Pollution Control, is amended by adding thereto the following Subsection 7-8.2.1, "Dust Control" as follows:*

7-8.2.1 Dust Control - Dust generated by traffic, CONTRACTOR's operations, or wind are all included in the definition of "dust."

All activities shall be in compliance with the South Coast Air Quality Management District's (SCAQMD) Rule 403, Fugitive Dust requirements.

<http://www.aqmd.gov/rules/reg/reg04/r403.pdf>

7-8.3 Noise Control: *Add the following to Section 7-8.3*

The project shall follow standard noise abatement regulations as specified by the City of Santa Clarita Municipal Code Section 11.44.080, which restricts construction activities within 300 feet of residentially zoned property to weekdays between 7:00 a.m. and 4:00 p.m.

A noise level of 86 db at a distance of 50 feet shall apply to all construction equipment in or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel. The construction CONTRACTOR shall locate equipment and staging areas as far from buildings as possible, and the construction CONTRACTOR shall limit unnecessary idling of equipment.

7-8.6.2 Best Management Practices (BMPs) *Add to sub section 7-8.6.2 the following:*

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service Los Angeles County
1700 Jefferson Street Department of Public Works
Oakland, CA 94612 Cashier's Office
Telephone: (510) 444-6771 900 S. Fremont Avenue
Alhambra, CA 91803
Telephone: (818) 458-6959

Contractor shall perform all activities in the execution of the construction contract in accordance with the California Storm Water Best Management Practice Handbook–Construction Activity.

7-8.9 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT *Section 7-8, Project Site Maintenance, is amended by adding thereto the following Subsection 7-8.9 as follows:*

The CONTRACTOR shall comply with the City's Construction and Demolition Material Management Ordinance per City of Santa Clarita Municipal Code Section 15.46, parts 1-3 and 5. This requires that at least 50% of all construction and demolition materials and inert wastes from construction, demolition, grading projects be diverted from landfills.

Prior to start of construction, the CONTRACTOR shall submit a Construction and Demolition Materials Management Plan ("C&DMMP"), to the Engineer, or the Engineer's Designee for approval. The Notice to Proceed shall not be issued until the C&DMMP has been approved by the Engineer or Designee.

The C&DMMP shall provide all of the information set forth in Section 15.46.300 of the City's Municipal Code. The C&DMMP indicates that the Diversion Requirement will be met. The following three conditions must be met in order to obtain final payment:

1. Within one hundred eighty (180) days after the completion of the project, the Contractor shall submit to the Engineer, or Designee documentation that the Contractor has met the diversion requirement for the project.

- Receipts and gate tickets from the vendor or facility which collected or received C & D material showing the actual weight of that material or, in the case of inert waste, removed from the solid waste stream and not disposed of in a solid waste landfill:
 - A copy of the previously approved C&DMMP for the project adding the actual volume or weight of each type of C&D material diverted and transported for disposal in a landfill or transformation facility, or, in the case of inert waste, removed from the solid waste stream and not disposed of in a solid waste landfill;
 - Any additional information the Contractor believes is relevant to determining its efforts to comply in good faith with this requirement.
2. The Administrator or the Administrator's Designee shall review the information submitted and determine whether the Contractor complied with the construction and demolition materials management plan.
 3. If the Administrator or the Administrator's Designee determines that the Contractor has fully complied with the construction and demolition materials management plan applicable to the project, the Administrator or the Administrator's Designee may authorize final payment.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Subsection 7-9 of the SSPWC is hereby deleted and replaced with the following:

This section covers the protection and preservation of existing facilities and services within or adjacent to the right-of-way and other construction areas, their modification, reconstruction, or replacement and their demolition and removal, as specified, shown or required.

It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the CONTRACTOR shall bear full responsibility and total expense for repair and/or replacement of said substructure.

The CONTRACTOR shall comply with Sections 401, 402 and 404 of the Clean Water Act and NPDES permit requirements during and following construction to ensure that dirt, construction materials, pollutants, or other human-associated materials are not discharged from the project area during construction.

Where damage is caused by the CONTRACTOR's operation, the CONTRACTOR shall at his expense, repair or replace the damaged facilities promptly in accordance with the Standard Specifications, Caltrans Standard Specifications and as directed by the representative or the Engineer.

Relocations, repairs, replacements, or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish dimensions and function unless otherwise specified.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing or reestablishing existing improvements for which no specified bid item is listed shall be included in related items of work and no additional compensation will be allowed.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 TRAFFIC AND ACCESS

The following is added to Subsection 7-10.1 of Standard Specifications

Refer to section 7-10.5 of these specifications for method of notification to residents and businesses.

Ample on-street parking shall be provided within 1,000 feet from residences and businesses.

Temporary No Parking signs, when required, shall be posted at least (2) two working days, but no more than three working days in advance of the work. Signs shall be placed no more than 100 feet apart, on each side of the alleys, streets, and parking areas; and at shorter intervals as conditions warrant. The Contractor shall be responsible for furnishing the signs and for adding the dates and hours of closure. All signs shall be removed within two hours of completion of work necessitating the temporary No parking. In the event that temporary No Parking must be rescheduled due to weather conditions or other foreseen circumstances, all signs shall be removed within two hours of notification by the Engineer, and reposted per the above requirement.

When entering, leaving or operating on roadways carrying public traffic, CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. Haul trucks shall be covered with tarps and secured prior to entering the traffic lanes. The CONTRACTOR shall submit to the AGENCY for review and approval a truck routing map prior to commencement of construction. Flagmen shall be provided when directed by the AGENCY for the safety of the general public and work personnel.

All traffic control procedures shall be implemented according to guidelines as set forth in the *Work Area Traffic Control Handbook (W.A.T.C.H.) Manual*.

7-10.4.3 HAZARDOUS MATERIAL

Spills shall be removed as quickly as practical. Hazardous materials and motor vehicle fluids shall be removed from the site. Contaminated soil shall also be removed or remediate as soon as practical. Cleanup priorities shall include health and safety and protection of streams and other habitats.

All hazardous materials shall be stored in their original containers with all original product labeling. Containers will be kept sealed when not in use, stored in secondary spill containment and kept in an enclosed secured container or under cover and fully protected with a roof and sides. All surplus materials are to be removed as soon as practical. All stored materials will be at least 100 feet away from the Santa Clara River stream bank and at least 50 feet away from any storm water flow line. A duplicate set of material safety data sheets (MSDS's) will be kept with the stored materials and shall be weather proof.

All petroleum-based materials shall be placed in secondary containment when not in hand. This includes small portable fuel cans and containers of lubricating oils. Spent grease gun cartridges shall be properly disposed of, spent drums may not be stored on site. Bulk fuel storage is not allowed; equipment may be fuelled in a designated area from a wet-hose operation (mobile fuel source).

Uncured hazardous materials shall not be exposed to rainfall or runoff. A clear-weather forecast period equal to or greater than the manufacturer's recommended cure time shall be observed before any hazardous materials are to be applied.

A contingency plan shall be developed and in place during project construction in the event that unidentified underground storage tanks, hazardous materials, petroleum hydrocarbons, or hazardous or solid wastes are unexpectedly encountered during construction. This contingency plan shall address underground storage tank decommissioning, field screening and materials testing methods, mitigation and contaminant management requirements, and health and safety requirements for construction workers.

A contingency plan will be implemented based on an agreement between the City and the CONTRACTOR per the "Changes of Work" section herein.

7-10.4.5 PROTECTION OF THE PUBLIC

Subsection 7-10.4.5 is hereby added to Section 7 of the Standard Specifications as follows:

It is part of the service required of the CONTRACTOR shall make whatever provisions are necessary to protect the public. The CONTRACTOR shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities.

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the ENGINEER, an emergency exists against which the CONTRACTOR has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the CONTRACTOR's operations and when, in the opinion of the ENGINEER, immediate action shall be considered necessary in order to protect the public or property due to the CONTRACTOR's operations under this contract, the ENGINEER will order the CONTRACTOR to provide a remedy for the unsafe condition. If the CONTRACTOR fails to act on the situation within a reasonable time period, the ENGINEER may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the ENGINEER, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary shall be borne by the CONTRACTOR. All expenses incurred by the AGENCY for emergency repairs will be deducted from the final payment due to the CONTRACTOR. However, if the AGENCY does not take such remedial measures, the CONTRACTOR is not relieved of the full responsibility for public safety.

Materials and equipment shall be stored as to not create a public nuisance and to insure the preservation of their quality and fitness for the work. No materials or equipment shall be stored at the project site unless its use is imminent. The CONTRACTOR is responsible to design, construct and maintain all safety devices and be responsible for conforming to all local, state and federal safety and health standard, laws and regulation. Neither the City nor the City's Engineer shall enforce safety measures or regulations.

7-16 RESPONSIBILITY FOR JOB SITE CONDITIONS

CONTRACTOR acknowledges responsibility for jobsite safety and acknowledges that the Engineer will not have any such responsibility. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless the City Engineer, and their present companies, subsidiaries, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and claim costs, arising out of or resulting from performance of work by the CONTRACTOR, its subCONTRACTORS, or their agents and employees, which results in damage to persons or property including wrongful death regardless of whether or not such claim, damage, loss or expense is caused in whole or in part by the negligence, active or passive, of the City Engineer, and their parent and subsidiary companies, as well as their agents and employees, excepting only the sole negligence of the City Engineer, and their parent or subsidiary companies and their agents and employees.

Hard hats and safety gear shall be worn at all times when working on the project. It is the CONTRACTOR's responsibility to ensure that this requirement is enforced.

All work shall be performed in accordance with applicable Health and Safety laws and standards including all requirements of the State of California Division of Industrial Safety.

CONTRACTOR agrees that, in accordance with generally accepted construction practices, CONTRACTOR shall be required to assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and CONTRACTOR further agrees to defend, indemnify, and hold design and construction observation professionals harmless from all liability and claims, real or alleged, in connection with the performance of work on this project

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the CONTRACTOR if so provided by the CONTRACTOR for his own personnel.

SECTION 9 - MEASUREMENT AND PAYMENT

9-3 PAYMENT

The cost of all labor, material and equipment necessary to complete the work as described in the plans and specifications shall be included in the prices for each bid item, either as a lump sum or by final quantities, whatever is indicated. The final payment quantities shall be based on the actual amount of materials installed or measured on the job. The contract unit price shall include all labor, material and equipment costs necessary to complete the work, even though not shown or specified. A bid item shall be considered complete when all necessary work has been completed and accepted by the City, including site clean up.

9-3.2 Partial and Final Payment

Subsection 9-3.2 of the SSPWC is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. Prior to the end of each month and preparation of progress payment, the CONTRACTOR shall meet with the ENGINEER to review all work to date and prepare a statement of the quantity of work completed to date.

When the work is complete, the ENGINEER will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days after CONTRACTOR submits the progress payment. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of Plans and Specifications showing the as-built conditions.

A full 5 percent will be retained from all progress payment amounts due. The retained amounts will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The CONTRACTOR, however, may receive interest on the retained amount or receive the retained amount itself so long as securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the CONTRACTOR, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a state or federally chartered bank as the escrow agent, who shall return such monies or securities to the CONTRACTOR upon satisfactory completion of the contract.

Surety eligible for investment shall include those listed in Section 16430 of the State Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts and stand-by letters of credit.

Any escrow agreement entered into shall contain the following provisions and be substantially similar to the form "Escrow Agreement for Security Deposits in Lieu of Retention as contained in Section 4590 of Chapter 13 of Division 5 of Title 1 of the Government Code."

9-3.3 Delivered Materials

Materials and equipment delivered, but not incorporated into the work, will not be included in the estimate for progress partial payment. The City will not pay for storage costs.

9-6 FINAL PAYMENT

9-6.1 The City Engineer shall, after completion of the Contract, make a final estimate of the amount of work done there under and the value of such work. The City shall pay ninety percent (95%) of such value, after deducting there from all previous payments and all amounts to be retained under the Contract. The payment of the retained amount shall be due and payable thirty-five (35) days after a notice of completion is filed with the County Recorder.

9-6.2 The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done there under and compensation therefore, except in the case of gross error.

9-6.3 The CONTRACTOR agrees that the payment of the final amount due under the Contract is contingent upon the CONTRACTOR furnishing a release of all claims against the City arising by virtue of this contract. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

9-7 SCOPE OF PAYMENT

9-7.1 The CONTRACTOR shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the Work, and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the Work, or from the action of the elements, except as heretofore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until the final acceptance by the City Council, and for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Plans and Special Provisions. Neither the payment of any estimate nor of any retained percentage shall relieve the CONTRACTOR of any obligation to make good any defective work or materials.

9-8 STOP NOTICES

9-8.1 The City Engineer, or other appropriate City officials, may, at their option and at any time, retain out of any amounts due the CONTRACTOR sums sufficient to cover claims filed pursuant to Section 1181, et seq. of the Code of Civil Procedures of the State of California.

SECTION 10 - CONSTRUCTION CLAIMS

Add Section 10 as follows:

10-1 GENERAL

In addition to notices and reports required by the contract documents, the CONTRACTOR shall comply with the provisions of this Section.

10-2 NOTICE OF POTENTIAL CLAIM

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Engineer prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this Subsection 10-2 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

10-3 CLAIMS

Claims shall be resolved in accordance with Part 3, Chapter 1, Article 1.5 (commencing with Section 20104) of the Public Contract Code. All claims shall be in writing and shall include the documents necessary to substantiate the claims. Claims must be filed on or before the date of final payment.

For claims of less than \$50,000, the Agency will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or to the claim the Agency may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the Agency and the CONTRACTOR. The Agency's written response to the claim, as further documented, will be submitted to the CONTRACTOR within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

For claims of over \$50,000 and less than or equal to \$375,000, the Agency will respond in writing to all written claims within 60 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Agency may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the Agency and the CONTRACTOR. The Agency's written response to the claim, as further documented, will be submitted to the CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

If the CONTRACTOR disputes the Agency's written response, or the Agency fails to respond within the time prescribed, the CONTRACTOR may so notify the Agency, in writing, either within 15 days of receipt of the Agency's response or within 15 days of the Agency'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 Agency will schedule a meet and confer conference within 30 days for settlement of the dispute.

Following the meet and confer conference, if the claim or any portion remains in dispute, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the 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 CONTRACTOR first submits his or her written claim until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort or actions specified by 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.

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

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good

cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

2. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this Subsection consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this Section shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.
3. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

SECTION G:
Technical Specifications- CSI Format

BUILDING COMPONENTS SPECIFICATION INDEX

DIVISION 3 - CONCRETE

Refer to the architectural drawings for all concrete and foundation specifications

DIVISION 4 - MASONRY

04 21 00 – CLAY UNIT MASONRY

DIVISION 5 - METALS

There are no specialty metal products in this project

DIVISION 6 - WOOD AND PLASTICS

Refer to the architectural drawings for all wood framing specifications

06 20 00 – FINISH CARPENTRY – WOOD DOORS
06 40 00 – ARCHITECTURAL MILLWORK

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 10 00 – BELOW GRADE WATERPROOFING
07 21 00 -- BUILDING INSULATION
07 92 00 -- CAULKING & SEALANTS

DIVISION 8 - DOORS, WINDOWS & GLAZING

08 12 17 – PREFINISHED STEEL DOOR FRAMES
08 14 00 – WOOD DOORS
08 41 00 – EXTERIOR ALUMINUM STOREFRONT and GLAZING
08 71 00 -- FINISH HARDWARE

DIVISION 9 - FINISHES

09 29 00 -- GYPSUM WALLBOARD
09 30 13 -- CERAMIC FLOOR and WALL TILE
09 51 00 -- SUSPENDED CEILING TILE
09 65 00 – RESILIENT FLOORING
09 68 50 – CARPET TILE FLOORING

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09 91 00 -- INTERIOR PAINTING

DIVISION 10 - SPECIALTIES

10800 -- TOILET ACCESSORIES

DIVISION 15 - MECHANICAL & PLUMBING

Refer to the Mechanical Drawings for all mechanical specifications

DIVISION 16 - ELECTRICAL

Refer to the electrical drawings for all electrical drawings for electrical specifications

END OF TABLE OF CONTENTS

SECTION 04 21 00

CLAY UNIT MASONRY

PART 1 - GENERAL

1. SECTION INCLUDES

- A. Clay masonry units and accessories including:
 - Brick units.
 - Anchors and ties.
 - Expansion joints.
 - Flashing.
 - Reinforcement.
 - Mortar.
 - Cleaning

2. REFERENCES

- A. ASTM A 36 - Standard Specification for Carbon Structural Steel.
ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- B. ASTM A 153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A 615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- D. ASTM A 616 - Standard Specification for Rail-Steel Deformed and Plain Bars for Concrete Reinforcement.
- E. ASTM A 617 - Standard Specification for Axle-Steel Deformed and Plain Bars for Concrete Reinforcement.
- F. ASTM A 666 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
- G. ASTM A 775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
- H. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
- I. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- J. ASTM C 67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.

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- K. ASTM C 216 - Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
- L. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
- M. ASTM C 652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
- N. ASTM C 1088 - Standard Specification for Thin Veneer Brick Units Made from Clay or Shale.
- O. ASTM D 1056 - Standard Specification for Flexible Cellular MaterialsSponge or Expanded Rubber.

3. SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including: Preparation instructions and recommendations. Storage and handling requirements and recommendations. Installation methods.
- C. Samples: Furnish not less than five individual brick as samples, showing extreme variations in color and texture.
- D. Sample Panel: Mock-up or sample panels shall be used to review brick andmortar color and serve as the standard of workmanship for the Project. Approximately 4 feet (1.2 m) long by 3 feet (1 m) high, showing the proposed color range, texture, bond, mortar and workmanship. All brick shipped for the sample shall be included in the panel. When required, provide a separate panel for each type of brick or mortar. Do not start work until Architect/Engineer has accepted sample panel. Use panel as standard of comparison for all masonry work built of same material. Do not destroy or move panel until work is completed and accepted by Architect.

4. QUALITY ASSURANCE

- A. Manufacturer Qualifications:
- B. Installer Qualifications:
- C. Brick Tests: Sample and test shall be in accordance with ASTM C 67.
- D. Test Reports:

Testing and reports shall be completed by an independent laboratory. Test reports for each type of building and facing brick shall be submitted To the Architect/Engineer for review.

Test reports shall indicate:

- Compressive strength.
- 24 hour cold water absorption.
- 5-hour boil absorption.
- Saturation coefficient.
- Initial rate of absorption.
- Efflorescence.

- E. Certificates: Prior to delivery, submit to Architect/Engineer certificates attesting compliance with the applicable specifications for grades, types or classes included in these specifications.
- F. Costs of Tests: Cost of tests shall be borne by the purchaser, unless tests indicate that units do not conform to the requirements of the specifications, in which case cost shall be borne by the seller.

1. DELIVERY, STORAGE, AND HANDLING

- G. Store products in manufacturer's unopened packaging until ready for installation.
- H. Store brick off the ground to prevent contamination by mud, dust or other materials likely to cause staining or other defects.
- I. Cover all materials with a nonstaining waterproof membrane material when necessary to protect from elements.
- J. Store different types of materials separately.

5. ALLOWANCES

- A. Allowance includes purchase of brick, taxes, delivery and any special handling charges.
- B. Special shaped brick units shall have a separate allowance.

6. PROJECT CONDITIONS

A. Protection of Work:

Wall Covering:

During erection, cover top of wall with strong nonstaining waterproof membrane at end of each day or shutdown.

\Cover partially completed walls when work is not in progress.

Extend cover minimum of 24 inches (610 mm) down both sides.

Hold cover securely in place.

Load Applications:

Do not apply uniform floor or roof loading for at least 12 hours after building masonry columns or wall.

Do not apply concentrated loads for at least 3 days after building masonry columns or walls.

Stain Prevention:

Prevent grout or mortar from staining the face of masonry.

Remove immediately grout or mortar in contact with face of such masonry.

Protect all sills, ledges and projections from droppings of mortar.

Protect base of wall from rain-splashed mud and mortar splatter.

Scaffold boards shall be turned on edge when work is not in progress.

B. Old Weather Protection:

Preparation:

When ice or snow has formed on masonry bed, remove by carefully applying heat not to exceed 120 degrees F (49 degrees C) until surface is dry to the touch.

Remove all masonry deemed frozen or damaged.

Products:

When brick suction exceeds BIA reference standard, sprinkle with heated water:

When units are above 32 degrees F (0 degrees C), heat water above 70 degrees F (21 degrees C).

When units are below 32 degrees F (0 degrees C), heat water above 130 degrees F (54 degrees C).

Use dry masonry units.

Do not use wet or frozen units.

Construction Requirements While Work is Progressing:

Air temperature 40 degrees F (4 degrees C) to 32 degrees F (0 degrees C): Heat sand or mixing water to produce mortar temperatures between 40 degrees F (4 degrees C) to 32 degrees F (0 degrees C).

Air temperature 32 degrees F (0 degrees C) to 25 degrees F (-4 degrees C): Heat sand and mixing water to produce temperatures between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C). Maintain temperature of mortar on boards above freezing.

Air temperatures 25 degrees F (-4 degrees C) to 20 degrees F (-7 degrees C). Heat sand and mixing water to produce mortar temperatures between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C). Maintain mortar temperatures on boards above freezing. Use salamanders or other heat sources on both sides of walls under construction. Use windbreaks when wind is in excess of 15 mph (24 kms/h).

Air temperature 20 degrees F (-7 degrees C) and below:

Heat sand and mixing water to produce mortar temperatures between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C). Provide enclosures and auxiliary heat to maintain air temperature above 32 degrees F (0 degrees C).

Minimum temperature of units when laid: 20 degrees F (-7 degrees C).

Protection requirements for completed masonry and masonry not being

worked on:

Mean daily air temperature 40 degrees F (4 degrees C) to 32 degrees F (0 degrees C): Protect masonry from rain or snow for 24 hours by covering with weather-resistive membrane.

Mean daily air temperature 32 degrees F (0 degrees C) to 25 degrees F (-4 degrees C): Completely cover masonry with weather-resistive membrane for 24 hrs.

Mean daily temperature 25 degrees F (-4 degrees C) to 20 degrees F (-7 degrees C): Completely cover masonry with insulating blankets or equal protection for 24 hours.

Mean daily air temperature 20 degrees F (-7 degrees C) and below: Maintain masonry temperature above 32 degrees F (0 degrees C) for 24 hours by:

Method: Enclosure and supplementary heat.

Method: Electric heating blankets.

Method: Infrared lamps.

Method: Other approved methods.

C. Hot Weather Protection:

When temperature exceeds 100 degrees F or 90 degrees F with 8 mph wind (above 38 degrees C or 32 degrees C with 13 kms/h wind).

Maintain temperature of mortar and grout between 70 degrees F and 120 degrees F (21 degrees C and 49 degrees C).

Limit spread of mortar bed to 4 feet (1.2 m). Place units within 1 minute of spreading mortar. Partially or recently completed walls may be fog sprayed and/or covered with opaque plastic or canvas or both to control moisture evaporation.

PART 2 - PRODUCTS

7. MANUFACTURERS

Acceptable Manufacturer: Belden Brick Company (The), which is located at: 700 W. Tuscarawas St. P. O. Box 20910 ; Canton, OH 44702; Tel: 330-456-0031; Email: [request info \(info@beldenbrick.com\)](mailto:info@beldenbrick.com); Web: www.beldenbrick.com

B. Substitutions: Not permitted.

8. CLAY MASONRY UNITS

A. All brick specified and shown on drawing shall be as Manufactured by The Belden Brick Company. Specific brick profiles and colors shall be as detailed on the architectural drawings.

B. Minimum Compressive Strength shall be standard for the bricks as specified and detailed on the architectural drawings.

C. Maximum Initial Rate of Absorption shall correspond with the standards of the

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bricks as specified and detailed on the architectural drawings.

- D. Provide brick similar in texture, color and physical properties to those available for inspection at the Architect/Engineer's office and/or as supplied on the approved sample panel.
- E. Shapes: Special shapes are required to be used per architectural details
- F. All brick supplied shall be pre-blended by the manufacturer.

9. STEEL REINFORCEMENT

- A. Reinforcing Bars:
 - Billet Steel Deformed Bars: ASTM A 615.
 - Rail Steel Deformed Bars: ASTM A 616 or A996.
 - Axle Steel Deformed Bars: ASTM A 617 or A996.
 - Epoxy Coated Billet Steel: ASTM A 615 and ASTM A 775.

10. ANCHORS AND TIES

- A. Adjustable Masonry Ties to be used at all Steel framed walls as shown on the architectural drawings and details on T-3.9, B-3.1 and EP-3.0

11. FLASHING

- B. Copper: ASTM B 370, 5 oz.
- C. Copper: ASTM B 370, 7 oz.
- D. Stainless Steel: ASTM A 666, Type 304.
- E. Plastic: PVC, 30 mil (0.75 mm) thick.
Thin PVC flashings are not generally recommended as a through wall.
Flashing because of their life expectancy.
- F. Combinations
 - Plastic/Copper: 5 oz.
 - Copper/Fabric: 5 oz.
 - Asphalt-Coated Copper: 5 oz.

 - Plastic/Copper: 7 oz.
 - Copper/Fabric: 7 oz.
 - Asphalt-Coated Copper: 7 oz.

11. EXPANSION JOINTS

- A. Premolded Foam: ASTM D 1056, Type 2, Class A, Grade 1.
- B. Neoprene: ASTM D 1056, Type 2, Class A, Grade 1.

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- C. Backer Rod: Extruded, Closed Cell Polyethylene.

12. ACCESSORIES

A. Weepholes:

Rope Wicks: Cotton Sash Cord, 12 inches long with end laid in cavity.

Plastic Tubes: 1/4 inch (6 mm) minimum inside diameter by 4 inches (102 mm) long.

Aluminum Weep/Vents.

Plastic Weep/Vents.

13. MORTAR

- A. Mortar shall conform to ASTM C 270 under the guidelines provided in BIA Technical Notes #8 Series

PART 3 - EXECUTION

14. EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

15. PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Cleaning Reinforcement:
Remove mud, loose rust, ice and other coatings from reinforcement which would interfere with bond.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

16. INSTALLATION

- A. Install in accordance with manufacturer's instructions.

17. BONDING

- A. Lay masonry in bond pattern as indicated on drawings or general notes.
Reference BIA Technical Note #30 for additional requirements.

18. LAYING MASONRY

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A. Lay masonry with full head and bed joints.

B. Lay all brick plumb and true to lines.

Where fresh mortar joins partially set mortar, remove loose brick and mortar, and lightly wet exposed surface of set masonry.

C. Tooothing shall be subject to approval by the Architect/Engineer.

D. When adjustment is necessary to be made after mortar begins to harden, remove hardened mortar and replace with fresh mortar.

19. TOOLING AND POINTING

A. Joint Profile: Tool mortar joints to a 1/4" deep raked appearance.

20. FLASHING

A. Clean surface of masonry from projections which might puncture flashing.

B. Place through-wall flashing on bed of mortar.

C. Cover flashing with mortar.

D. Lap flashing a minimum of 6 inches (152 mm).

Leave flashing project from face of wall approximately 1/4 inch (6 mm) to form a drip. Flashing shall be cut back to the face of the wall after inspection, if the drip is deemed objectionable by Architect.

21. WEEPHOLES

Provide weep holes in head joints of the first brick course immediately above flashing by placing weeps no more than 24 inches (610 mm) on center horizontally.

B. Keep cavity free from mortar.

22. EXPANSION JOINTS

A. Keep clean from all mortar and debris.

B. Locate as shown on drawing.

C. Install neoprene pre-molded foam pad.

D. Install backer rod.

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- E. Install sealant. Prime surfaces if necessary.

23. CLEANING

- A. Cut out all defective mortar joints and holes in exposed masonry and provide new mortar.
- B. Clean pre-selected sample wall area. Do not proceed with cleaning until approved by Architect.
- C. Clean brick as outlined in BIA Technical Notes 20 Revised II.
- D. All cleaning practices and product used shall be in accordance with cleaning products manufacturer's printed instructions.

END OF SECTION

SECTION 06 20 00

FINISHED CARPENTRY - WOOD DOORS

PART 1 - GENERAL

- 1.1 DESCRIPTION: Provide and perform finish carpentry as indicated, specified and required.
 - A. Work in this section shall include:
 - 1. Telephone and electrical backboards
 - 2. Installation of wood doors
 - 3. Installation of finish hardware

1.2 QUALITY ASSURANCE

- A. The General Contractor shall employ only skilled and experienced tradesmen for the work in this section.
- B. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

1.3 SUBMITTALS

- A. Submittals are not required by the Architect if the products and procedures for this section are provided and installed according to these specifications. Alternative products and procedures may be submitted for consideration of approval by the Architect. Finish Carpenter shall submit six copies of proposed alternatives to the General Contractor for distribution to the Architect. No alternatives shall be installed without the stamped approval from the Architect.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Refer to drawings, schedules and details in this set for specific requirements for all materials, grades, thicknesses and quantities for this project.

2.2 FABRICATION

- A. Casework and countertops shall be shop assembled in as large units as practical to minimize field cutting and joining. Where necessary to fit at site, provide ample allowance for cutting and fitting.
- A. Milled Work. Rout or groove back of flat trim members, door frames, sills. Kerf back wider flat members except plywood, particle board or veneered members.

PART 3 - EXECUTION

3.1 INTERIOR WOODWORK

- A. General Requirements. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing. Install plumb, level, true and straight with no distortions. Shim as required using concealed shims. Cut to fit when not shop fabricated or shop cut to exact size. Where woodwork abuts other finished work, scribe and cut to exact size. Where woodwork abuts other finished work, scribe and cut for accurate fit. Before making cutouts, drill pilot holes at corners.

3.2 TRIM AND MOULDINGS

- A. Install in single, unjointed lengths of openings and for runs less than 10 feet. For longer runs use only one piece less than 10 feet in any straight run. Stagger joints in adjacent members. Cope at returns and miter at corners.
- B. Nailing. Blind nail where possible. Use fine finishing nails where exposed. Set exposed nail heads for filling.
- C. Anchoring. Secure woodwork to anchors or blocking built in or directly attached to substrates. Attach securely in place with uniform joints providing for thermal and building movements.
- D. Clean and fill nail holes in woodwork in preparation for finishes.

3.3 INSTALLATION OF WOOD DOORS

- A. Install doors in accordance with NWMA requirements except as modified herein. Field trimming of prefit doors is not allowed. Fit doors square and plumb with frames due allowance for possible swelling and shrinking with min

1/8" clearance at top, edges and meeting stiles and 3/8" clearance at sill unless otherwise indicated or required by floor or threshold finish. Maximum clearance at doors shall be 1/4". Round edges to 1/16" radius. Bevel Lock stiles to conform to lock and latch hardware.

3.4 INSTALLATION OF FINISH HARDWARE

- A. Install all finish hardware items as shown on drawings, schedules and details. Drill pilot holes for screws and screw home. **HAMMER DRIVING OF SCREWS IS NOT PERMITTED.** After installation and fitting, remove finish hardware on items to be painted, except prime coat hardware, repack in original containers and perform final installation, testing and adjustment after finish painting is completed. All doors shall swing smoothly but not loosely, without sticking, binding or hinge bound. All hardware shall be properly adjusted and functioning before final acceptance.

END OF SECTION

SECTION 06 40 00

ARCHITECTURAL MILLWORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes, Special Fabricated

1. Interior architectural wall surfacing [Solid Wood, Veneered Paneling, Laminated Plastic, Solid Surface]
2. [Wood or Plastic Laminated] casework
3. Wood or Plastic Laminated] laboratory casework
4. [HPL, Solid Surface, Laboratory, or Wood] countertops
5. Factory finishing

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6. Hardware, typically furnished by the woodwork manufacturer

B. Related Sections

1. Rough carpentry, wood blocking and grounds within finished walls and above finished ceiling

2. Wood doors

1.2 REFERENCES

A. Minimum standards for work within this section shall be in conformity with the MANUAL OF MILLWORK, latest edition, Standards of the Architectural Millwork Industry as adopted by the WOODWORK INSTITUTE.

1.3 SUBMITTALS

A. Submit shop drawings in conformance to MANUAL OF MILLWORK - SECTION 1, "Basic Requirements for Architectural Millwork Shop Drawings".

B. Furnish a WOODWORK INSTITUTE - CERTIFIED COMPLIANCE LABEL on the first page of shop drawings.

1.4 SHOP DRAWINGS:

A. Submit two copies, one of which will be returned with reviewed notations, make corrections noted (if any) and distribute required copies prior to commencement of work.

1.5 FINISH SAMPLES:

A. Submit one samples of each cut and species of wood to be used, minimum size of 6" x 12" for lumber and 12" x 12" for plywood.

B. Submit one additional samples of what will be used to painting trade for preparation of paint samples.

C. Submit a sample of each item of cabinet hardware, in the job specified finish, visible at exposed surfaces when the cabinet doors and drawers are closed.

1.6 QUALITY ASSURANCE

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- A. Performance shall be in accordance with Economy Grade of the WOODWORK INSTITUTE - MANUAL OF MILLWORK, latest edition.
- B. If provisions for the GRADE specified are in conflict with, or modified by the drawings and/or specifications, the modifications shall govern.
- C. Select one of the following WOODWORK INSTITUTE - Quality Control Options:
 - 1. CERTIFIED COMPLIANCE PROGRAM (CCP)
 - 2. BEFORE DELIVERY TO THE JOB-SITE, THE MILLWORK SUPPLIER
 - 3. LICENSEES of the WOODWORK INSTITUTE: SHALL ISSUE A CERTIFIED COMPLIANCE CERTIFICATE INDICATING THE MILLWORK PRODUCTS BEING FURNISHED FOR THIS PROJECT, AND CERTIFYING THAT THESE PRODUCTS AND THEIR INSTALLATION, IF APPLICABLE, WILL FULLY MEET ALL THE REQUIREMENTS OF THE GRADE OR GRADES SPECIFIED.
 - 4. NON-LICENSEES of the WOODWORK INSTITUTE: SHALL PROVIDE EVIDENCE THAT THEY HAVE ARRANGED FOR INSPECTION BY A WOODWORK INSTITUTE INSPECTOR AFTER COMPLETION OF FABRICATION AND INSTALLATION. IF ALL CONDITIONS ARE FOUND TO BE COMPLIANT, THE INSPECTOR WILL ISSUE A CERTIFIED COMPLIANCE CERTIFICATE INDICATING THE MILLWORK PRODUCTS FURNISHED FOR THIS PROJECT, AND CERTIFYING THAT THESE PRODUCTS AND THEIR INSTALLATION, IF APPLICABLE, FULLY MEET ALL THE REQUIREMENTS OF THE GRADE OR GRADES SPECIFIED.
 - 5. EACH ELEVATION OF CASEWORK SHALL BEAR A CERTIFIED COMPLIANCE LABEL.
 - 6. MILLWORK AND/OR INSTALLATION DETERMINED TO BE NON-COMPLIANT (and not corrected) will be rejected.
- D. Qualifications:
 - 1. Contractors and their personnel engaged in the work shall be able to demonstrate successful experience with work of comparable extent, complexity and quality to that shown and specified.

2. Fabricator shall be a member/licensee in good standing of the WOODWORK INSTITUTE.
 3. Installer shall be a member/licensee in good standing of the WOODWORK INSTITUTE.
- E. DELIVERY, STORAGE and HANDLING
1. Deliver all materials only when the project is ready for installation and the general contractor has provided a clean storage area as defined in the MANUAL OF MILLWORK.
- F. SEQUENCING and SCHEDULING
1. Coordinate all fabrication, delivery and installation work with the general contractor and other applicable trades.

PART 2 - PRODUCTS

2.1 COMPONENTS

- A. Lumber shall be in accordance with MANUAL OF MILLWORK - SECTION 3 and the GRADE specified with a moisture content of 6-8%
- B. Plywood shall be in accordance with the MANUAL OF MILLWORK - SECTION 4 and the GRADE specified
- C. Fabrication shall comply to First Class Workmanship, as defined in the MANUAL OF MILLWORK.
- D. Adhesive used shall be type 1 OR 2 and shall comply with the Cal Green Requirements on Sheet A-1.0 of the drawings
- E. Casework shall be MANUAL OF MILLWORK - Construction Style to be Face Frame] and Construction Type I - Multiple Self Supporting Units
- F. Semi-exposed surfaces shall be in Accordance With MANUAL OF MILLWORK Requirement or Interior surfaces in open cabinets
- G. Door and drawer front style shall be Flush Overlay, and match MANUAL OF MILLWORK door and drawer edge type

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- H. Casework numbers on the [Plan or Elevation] view reference the MANUAL OF MILLWORK - CABINET DESIGN SERIES. Cabinets are to be fabricated to the size indicated, as adjusted to fill the intended area.
- I. Adjustable shelves shall be in accordance with MANUAL OF MILLWORK requirements subject to a 30 pound per square foot uniformly spaced load not to exceed 200 pounds per shelf.
- J. Casework shall have 4" Exposed toe spaces.
- K. Casework hardware shall be the desired type, manufacturer, and finish listed as follows or be at the option of the manufacturer from the WOODWORK INSTITUTE's most current listings of approved products, except in the case of pre-engineered drawer box systems which shall only be permitted by specific specification and/or approval.
- L. Pulls shall be stainless Steel loop type as shown on drawings
- M. Hinges shall be concealed "European Style"
- N. Drawer slides shall be Ball Bearing Type
- O. Locks shall be installed at a later time by the owner and N.I.C.
- P. LAMINATED PLASTIC CASEWORK - Exposed plastic laminate shall be selected from Formica or Wilsonart Solid Color Standard Colors to be determined by the architect
- Q. COUNTERTOPS are to be 1/2" thick Solid Surface shall be selected from Wilsonart or Formica standard colors as selected by the architect
- R. Back splash shall be 4" Square Butt Joint / Integral Cove with a 1/8" bullnose at all outside corners
- S. Sinks shall be One-piece Stainless Steel Top mount of size indicated on the plans.
- T. All interior shelves shall be 3/4" thick MDF with white melamine all faces

PART 3. EXECUTION

3.1. EXAMINATION

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- A. Verify the adequacy and proper location of any required backing or support framing.
- B. Verify that mechanical, electrical, plumbing and other building items (supplied by others) effecting work in this section are in place and ready.

3.2 INSTALLATION

- A. Install all work in conformance with MANUAL OF MILLWORK Economy, GRADE.
- B. All work shall be secured in place, square, plumb and level.
- C. All work abutting other components shall be properly scribed.
- D. Mechanical fasteners at exposed and semi-exposed surfaces, excluding installation attachment screws and screws used for attaching cabinets end to end, shall be countersunk.
- E. Equipment cut-outs within countertops indicated on plans shall be cut by installer.
- F. Method of attachment, including the type, size, frequency, and/or spacing of anchoring devices and fasteners shall comply to MANUAL OF MILLWORK minimum requirements or be as indicated in the plans or specifications.
- G. All installation including attachment of casework and countertops shall be in compliance with MANUAL OF MILLWORK minimum requirements.
- H. This job shall comply with the requirements of the STATE OF CALIFORNIA ADMINISTRATIVE CODE and/ or CBC (California Building Code), TITLE 24.

3.3 ADJUSTING

- A. Before completion of the installation, the installer shall adjust all moving or operating parts to function smoothly and correctly.

3.4 CLEANING

- A. Upon completion of the installation, the installer shall clean all items installed of pencil or ink marks and broom clean the area of his operations, depositing debris in containers provided by the general contractor.

END OF SECTION

SECTION 07 10 00

BELOW GRADE WATERPROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions, and Division 1 General requirements, apply to the work of this section.

1.02 WORK SUMMARY

- A. The work of this section includes, but is not limited to the furnishing and installing the following materials, per project specifications and drawings, or as directed by bentonite waterproofing manufacturer:
 - 1. Swelltite[®] bentonite composite waterproofing membrane with all applicable accessory products
 - 2. Aquadrain[®] Prefabricated drainage composite and Aquadrain 100BD Base Drain

1.03 RELATED SECTIONS

- A. Other specification Sections which directly relate to the work of this section include, but are not limited to, the following:

1. Division 2: Subsurface and Geotechnical Investigations

1.04 SYSTEM DESCRIPTION

- A. Provide bentonite membrane waterproofing and prefabricated drainage composite system to prevent the passage of liquid water and install without defects, damage or failure. Waterproofing membrane shall be a 90-mil (2.3 mm) composite of a sodium bentonite compound integrally bonded to a geomembrane liner with a silicone release liner.

1.05 SUBMITTALS

- A. General: Prepare and submit specified submittals in accordance with "Conditions of the Contract" and Division 1 Submittals Sections.
- B. Product Data: Submit manufacturer's product data, with complete general and specific installation instructions, recommendations, and limitations.
- C. Product Samples: Submit representative samples of the following for approval:
1. Swelltite composite bentonite membrane waterproofing
 2. Aquadrain 100BD Base Drain and Aquadrain 15XP Prefabricated drainage composite
- D. Waterproofing Material and Labor Warranty: At time of bid, submit a sample copy of the Manufacturer's Waterproofing warranty complete with all coverage's, limitations, and conditions.
- E. Material Certificates: Submit certificate(s) signed by manufacturer certifying materials comply with specified performance characteristics and physical requirements. Submit certification that waterproofing system and components, drainage and protection materials are supplied by a single-source manufacturer.
- F. Contractor Certificate: At time of bid, submit written certification that installer has current Approved Applicator status with waterproofing material manufacturer.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Installing company should have at least three (3) years experience in work of the type required by this section, who can comply with manufacturer's warranty requirements, and who is an Approved Applicator as determined by waterproofing - drainage system manufacturer.

- B. **Manufacturer Qualifications:** Bentonite waterproofing and all accessory products shall be provided by a single manufacturer with a minimum of 30 years experience in the direct production and sales of bentonite waterproofing systems. Manufacturer shall be capable of providing field service representation during construction, approving an acceptable installer, and recommending appropriate installation methods for bentonite waterproofing and prefabricated drainage system.
- C. **Pre-Installation Conference:** A pre-installation conference shall be held prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this work with related and adjacent work. Verify that final waterproofing and waterstop details comply with waterproofing manufacturer's current installation requirements and recommendations. Pre-con meeting attendees should include representatives for the owner, architect, inspection firm, general contractor, waterproofing contractor, concrete contractor, excavating/backfill contractor, and mechanical and electrical contractors if work penetrates the waterproofing.
- D. **Materials:** Obtain bentonite composite membrane waterproofing and prefabricated drainage materials from a single manufacturer to assure material compatibility.
- E. **Independent Inspection:** Owner shall make all arrangements and payments for an independent inspection service to monitor waterproofing material installation compliance with the project contract documents and manufacturer's published literature and site specific details. Independent Inspection Firm shall be an approved company participating with the waterproofing manufacturer's Certified Inspection Program. Inspection service shall produce reports and digital photographs documenting each inspection. Reports shall be made available to the Contractor, waterproofing installer, waterproofing material manufacturer, and Architect. Inspections should include substrate examination, beginning of waterproofing installation, periodic intervals, and final inspection prior to concrete or backfill placement against the waterproofing.
- F. **Water Sample Test:** Project site water sample supplied to manufacturer by waterproofing contractor to determine suitability of bentonite system to be utilized on the project. Manufacturer shall conduct test free of charge. Contractor is responsible for collection and shipment of 64-fluid ounces (2 liters) of actual site water. Water should be shipped in uncontaminated, sealed plastic container to: CETCO 2870 Forbs Ave., Hoffman Estates, IL 60192 Attn: BMG Field Services. Also provide project name, city and state along with return address to forward test results.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. **Delivery and Handling:** Deliver materials in factory sealed and labeled packaging. Sequence deliveries to avoid delays, while minimizing on-site storage. Handle and store following manufacturer's instructions, recommendations and material safety

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data sheets. Protect from construction operation related damage, as well as, damage from weather, excessive temperatures and prolonged sunlight. Remove damaged material from site and dispose of in accordance with applicable regulations.

- B. Storage: Do not double-stack pallets during shipping or storage. Protect waterproofing materials from moisture, excessive temperatures and sources of ignition. Provide cover, top and all sides, for materials stored on-site, allowing for adequate ventilation.

1.08 PROJECT CONDITIONS

- A. Substrate Condition: Proceed with work only when substrate construction and preparation work is complete and in condition to receive waterproofing system. All plumbing, electrical, mechanical and structural items to be under or passing through the waterproofing shall be positively secured in their proper positions prior to waterproofing system installation. All expansion joint materials and deck drains installed prior to waterproofing system installation. Substrate preparation shall be per waterproofing manufacturer's guidelines.
- B. Topping Slab Thickness: Minimum topping over horizontal deck Swelltite installation: minimum concrete coverage thickness - 3" (75 mm); minimum compacted earth backfill cover - 18" (450 mm); minimum concrete paver with grout bed system weight per square foot - 20 lbs (9 kg). Do not use Swelltite with pavers placed on pedestals or with thin set tile.
- C.. Weather Conditions: Perform work only when existing and forecasted weather conditions are within the guidelines established by the manufacturer of the waterproofing materials. Do not apply waterproofing materials into standing water or over ice.

1.09 WARRANTY

- A. Warranty eligibility for the project must be validated by Manufacturer, confirming acceptance of the installation and independent inspection reports are in accordance with the manufacturer's quality assurance program requirements.
- B. Waterproofing Material and Labor Warranty: Upon installation completion and manufacturer acceptance of the work required by this section, the waterproofing materials manufacturer will provide to the project Owner, a written five (5) year non-prorated warranty, covering both materials and labor.. Issuance of Manufacturer's Waterproofing Warranty requires the following: (1) Waterproofing System products and drainage composite products shall have been provided by a single manufacturer; (2) Installation of waterproofing products and prefabricated drainage composite by Manufacturer's Approved Applicator in full accordance with manufacturer's quality assurance program requirements; (3) Installation inspected by

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an approved and trained Independent Inspection Firm participating with the waterproofing manufacturer's Certified Inspection Program; (4) In Division 3 work, Waterstop-RX must be installed in all applicable concrete cold pour construction joints, including around applicable penetrations. Manufacturer's warranty shall be independent from any other warranties made by the Contractor under requirements of the Contract Documents and may run concurrent with the other warranties.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Provide Swelltite bentonite composite membrane waterproofing with applicable accessories as manufactured by Colloid Environmental Technologies Company (CETCO), 2870 Forbs Ave., Hoffman Estates, IL 60192; Toll Free: 1-(800)-527-9948; 1-(847)851-1800. Web-site: <http://www.cetco.com>.

2.02 MATERIALS

- A. Sodium Bentonite Compound: Select sodium bentonite and butyl rubber blended to produce a uniform waterproofing compound integrally bonded to a geomembrane liner.
- B. SWELLTITE COMPOSITE BENTONITE WATERPROOFING

1. Swelltite: 40" x 37' 9"x 90 mil thick composite waterproofing membrane consisting of 78-mil sodium bentonite/butyl rubber compound integrally bonded to 12-mil geomembrane liner with a clear siliconized release liner. Square Area of roll: 125 square feet (11.5 sq m). Typical membrane performance properties:

PROPERTY		TEST METHOD	TYPICAL VALUE
Hydrostatic Resistance	Pressure	ASTM D 5385 mod.	231 ft. (70 m)
Permeability		ASTM D 5084	1 x 10 ⁻¹⁰ cm/sec.
Tensile Strength		ASTM D 412	1,940 psi
Puncture Resistance		ASTM E 154	300 lbs.
Low Flexibility	Temperature	ASTM C 836	Unaffected

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Decay Resistance	ASTM E 154	Unaffected
Elongation	ASTM D 412	25%
Water Vapor Transmission	ASTM E 96	0.01 grains/hr/ft ²

C. ACCESSORY WATERPROOFING PRODUCTS: All accessory waterproofing materials shall be provided by the bentonite waterproofing manufacturer or shall have manufacturer's written approval for substitution.

1. Bentoseal[®]: Trowel grade compound used as a detailing mastic for foundation wall applications.
2. Hydrobar Tubes: 2" (50 mm) diameter x 2' (60 cm) long, water soluble tube container filled with granular sodium bentonite
3. Waterstoppage[®]: 50 lbs. (22.7 kg) bag of active granular sodium bentonite.
4. SeamTape[®]: 2" (50 mm) wide butyl rubber sealant tape.
5. Termination Bar: Min. 1" (25 mm) wide aluminum bar with pre-punched holes on maximum 12" (300 mm) centering for fastening.
6. M-2000 Liquid Flashing: Trowel grade high solids content, modified polyurethane waterproofing detailing mastic for plaza deck applications.
7. A-3000WB Adhesive: Water-based latex adhesive applied to substrates to promote adhesion of Swelltite Membrane. Typical application rate 250—275 sq ft/gallon (25 sq m).
8. CETSEAL: single-component polyether general sealant and adhesive
9. GF-40SA: self-adhering flashing membrane used for grade and thru-wall flashing

C. BASE AND SHEET DRAINAGE COMPOSITE

Aquadrain[®] drainage composite by CETCO shall be used where specified to promote positive drainage. Use Aquadrain 15XP and 100BD base drain with accessory connectors and outlets as required for foundation walls. Use Aquadrain 20H or Aquadrain 30H for split-slab construction.

1. Aquadrain[®] 15XP - 4-ft by 52-ft roll of a three-dimensional polypropylene drainage core with a nonwoven geotextile adhered to one side to allow water passage while restricting soil particles. Composite includes a thin polyethylene sheet on the back of the drainage core.
A. Compressive Strength, 15,000psf (718kPa); B. Flow Rate, 20gpm/ft
C. Thickness, 7/16" (11 mm)
2. Aquadrain[®] 20H - 4-ft by 52-ft roll of a three-dimensional polypropylene drainage core with a nonwoven geotextile adhered to one side to allow water passage while restricting soil particles.
A. Compressive Strength, 21,000psf (1005 kPa); B. Flow Rate, 18 gpm/ft
C. Thickness, 7/16" (11 mm)

3. Aquadrain[®] 30H - 4-ft by 52-ft roll of a three-dimensional polypropylene drainage core with a nonwoven geotextile adhered to one side to allow water passage while restricting soil particles.
 - A. Compressive Strength, 30,000psf (1436 kPa);
 - B. Flow Rate, 9 gpm/ft
 - C. Thickness, 1/4"

4. Aquadrain[®] 100BD Base Drain – 1" (25 mm) thick x 12" (300 mm) high base drain composite designed to collect water from sheet composite drainage and then discharge the water to proper sump system or gravity to daylight.
 - A. Compressive Strength, 10,000psf (457 kPa);
 - B. Water Flow rate, 97gpm/ft (1,197
 - C. Thickness, 1" (25 mm)

PART 3 – EXECUTION

- A. Comply with contract documents and manufacturer's product data, including product application and installation instructions.

3.01 SUBSTRATE INSPECTION AND CONDITIONS

- A. The installer, with the Owner's Independent Inspector present, shall examine conditions of substrates and other conditions under which this section work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected and are acceptable for compliance with manufacturer's warranty requirements. General substrate conditions acceptable for the waterproofing installation are listed below. For conditions not covered in this Section, contact the waterproofing manufacturer for guidance.

- B. **CONCRETE:** Cast-in-place concrete to receive waterproofing shall be of reinforced structural grade with a smooth finish, free of debris, oil, grease, laitance, dirt, dust, or other foreign matter which will impair the performance of the waterproofing and drainage system and which do not comply with manufacturer's warranty requirements. Swelltite can be installed on green structural concrete as soon as the forms are removed. There is no product limitation regarding a minimum concrete curing time requirement for Swelltite to be installed over structural concrete. Manufacturer recommends gaining instructions from project structural engineer regarding any site specific concrete curing time requirement. Do not apply Swelltite waterproofing over lightweight insulating concrete. If substrate is precast concrete, consult waterproofing manufacturer for special installation guides.

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1. Remove dirt, debris, oil, grease, cement laitance, or other foreign matter which will impair or negatively affect the performance of the waterproofing and drainage system.
2. Protect adjacent work areas and finished surfaces from damage or contamination from waterproofing products during installation operations.
3. Form fins, ridges, ponding ridges and other protrusions should be level and smooth with concrete surface.
4. Honeycombing, aggregate pockets, tie-rod holes and other voids shall be completely filled with non-shrink cementitious grout and level with monolithic concrete surface.
5. Horizontal deck or roof concrete surfaces should be sloped for positive drainage to the deck drains or the perimeter edges. Deck drain positions should be designed with an appropriate sump depression surrounding the drain.
6. Precast concrete deck units shall be installed and secured to structural supports in accordance with the concrete panel manufacturer's requirements and industry practice. All joints between precast units shall be completely grouted and flush with deck. Any differential in elevation between precast units shall be feathered for a smooth transition.
7. All expansion joints should receive applicable expansion joint sealant product manufactured by others prior to the installation of the Swelltite Waterproofing System. Expansion joint material is the primary seal at the expansion joint and the expansion joint material manufacturer is responsible for water tightness of the joint.

NOTE: Related work to be completed under Division 3. Waterstop-RX shall be installed in all applicable vertical and horizontal concrete construction cold pour joints and around applicable penetrations, structural members, and tie-rod form holes that extend through the wall. Refer to Waterstop-RX Product Manual for further installation procedures and guidelines.

- C. MASONRY BLOCK: Masonry Cementitious Block Walls to receive waterproofing shall be of sound construction. Block surface shall be free of debris, oil, grease, laitance, dirt, or other foreign matter which will impair the performance of the waterproofing and drainage system and which do not comply with manufacturer's warranty requirements.

1. Masonry block must have a smooth exterior surface. Do not use Swelltite with Architectural textured or irregular surface block that does not provide a smooth surface.

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2. All vertical and horizontal mortar joints must be struck flush with smooth exterior surface of masonry block.

3. All expansion joints should receive applicable expansion joint sealant product manufactured by others prior to the installation of the Swelltite Waterproofing System. Expansion joint material is the primary seal at the expansion joint and the expansion joint material manufacturer is responsible for water tightness of the joint.

NOTE: Related work to be completed under Division 3. Waterstop-RX shall be installed in all applicable vertical and horizontal concrete construction cold pour joints, around applicable penetrations and structural members, and tie-rod form holes that extend through the wall. Refer to Waterstop-RX Product Manual for further installation procedures and guidelines.

3.02 SURFACE PREPARATION

- A. Remove dirt, debris, oil, grease, cement laitance, or other foreign matter which will impair or negatively affect the performance of the waterproofing and drainage system.
- B. Protect adjacent work areas and finish surfaces from damage or contamination from waterproofing products during installation operations.
- C. Concrete surfaces to receive M-2000 Liquid Flashing should be water-cured and in place a minimum of seven (7) days prior to application. Allow wet concrete to thoroughly dry prior to applying M-2000 Liquid Flashing or Swelltite Membrane. M-2000 is compatible with clear, resin based curing compounds containing no oil, wax, or pigment.

3.03 GENERAL INSTALLATION GUIDELINES

- A. REMOVE CLEAR SILICONIZED RELEASE LINER FROM BACK OF SWELLTITE MEMBRANE PRIOR TO INSTALLATION. After removing the clear release liner, install Swelltite Waterproofing Membrane with the sodium bentonite compound side directly against the substrate surface to be waterproofed (white geomembrane side up facing installer) for both horizontal and vertical applications.
- B. Prevent bentonite waterproofing products from hydrating before material is contained with overburden or backfill. When threat of rain is imminent, installed bentonite products not already contained by overburden or backfill should have all seams sealed with Seamtape. After rain, promptly remove any standing water off membrane installation.
- C. Expansion Joints: Swelltite waterproofing is not an expansion joint filler or sealant, but may be used as an expansion joint cover over properly installed expansion joint assembly placed during substrate preparation. To use Swelltite as an expansion joint cover, trowel

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1/8" (0.3 cm) thick, 6" (15 cm) wide layer of Bentoseal centered over expansion joint. Install a 24" (60 cm) wide strip of Swelltite centered over the expansion joint. Then place the main course of Swelltite.

3.04 BACKFILLED FOUNDATION WALLS

- A. Prior to membrane, Install a continuous 3/4" (18 mm) cant of Bentoseal at footing/wall joint.
- B. Inside Corners: Install a 3/4" (18 mm) thick continuous cant of Bentoseal at all vertical inside wall corners prior to installing membrane.
- C. Penetrations: For all pipe, rebar, structural and other penetrations install waterproofing system in accordance with manufacturer's detail for specific project condition(s).
- D. Remove the clear release film from back of membrane before installation. Starting at the base of the wall, install the membrane horizontally oriented with the bottom edge extending over the Bentoseal cant and onto the footing a minimum of 6" (150 mm). Overlap all membrane edges a minimum of 2" (50 mm). Secure membrane edges with washer-head fasteners maximum 24" (600 mm) on center or less as required to contour surface. Apply 2" (50 mm) Bentoseal or M-2000 flashing centered along fastened membrane edge on the footing. Stagger membrane roll end seams a minimum 12" (300 mm). After base membrane course, Swelltite membrane may be installed horizontally or vertically oriented.
- D2. (Optional Adhesive Method) Apply A-3000WB Adhesive by roller or spray at a rate of 250-275 sq ft/gallon (25 sq m) and allow to dry (cure) black. Remove the clear release film from back of membrane before installation. Starting at the base of the wall, install the membrane horizontally oriented with the bottom edge extending over the Bentoseal cant and onto the footing a minimum of 6" (150 mm). Overlap all membrane edges a minimum of 2" (50 mm). Stagger membrane roll end seams a minimum 12" (300 mm). Apply 2" (50 mm) Bentoseal or M-2000 flashing centered along fastened membrane edge on the footing. After the base course, Swelltite membrane may be installed horizontally or vertically oriented.

NOTE: If hydrostatic conditions exist, extend Swelltite membrane over entire footing to overlap the underslab waterproofing a minimum 6" (150 mm) to form a continuous waterproofing system. Install Seamtape along bottom membrane overlap edge.

- E. Seal all membrane overlap seam edges with Seamtape.
- F. Terminate Swelltite membrane 12" (300 mm) below finished grade elevation secured with washer-head fasteners maximum 12" (300 mm) on center to exterior surface of concrete wall. Per manufacturer's detail for specific project condition(s), install GS-40SA grade flashing to primed concrete substrate with bottom edge overlapping top

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edge of Swelltite membrane minimum 4" (100 mm). Overlap all roll ends a minimum 4" (100 mm) to form a continuous flashing. Height of flashing shall be per project details and specifications. Install a rigid termination bar along the top edge of GF-40SA; fastened maximum 12" (300 mm) on center. Complete grade termination detail with tooled bead of CETSEAL along the top edge, at all penetrations through the flashing, and all exposed overlap seams.

- G. Inspect installation and repair any damaged materials.

3.06 BACKFILL COVER

- A. Backfill shall be placed and compacted to minimum 85% Modified Proctor density promptly after waterproofing has been installed. Closely coordinate with contractor responsible for Backfill work by informing them each time a waterproofed area is ready for backfill. Backfill shall consist of compactable soil or angular aggregate (3/4" or less) free of debris, sharp objects, and stones larger than 3/4" (18 mm). Care should be used during backfill operation to avoid damage to the waterproofing system. If damage occurs, cease backfilling and report damage. Damaged waterproofing must be repaired per manufacturer's guidelines.

3.07 CLEAN UP

- A. Clean areas where adjacent finished surfaces are soiled by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to their recommendations and instructions. Remove all tools, equipment and remaining product on-site. Dispose of section work debris and damaged product following all applicable regulations.

END OF SECTION

SECTION 07 21 00
BUILDING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. All new wood framed walls as shown on the architectural drawings and And details shall be filled in all stud bays with R 13 batt insulation with Vapor barrier.
- B. All Restroom Walls, Classroom Walls and Conference Room Walls shall be insulated with R11 unfaced acoustical batt insulation
- C. All new Hot Water Piping shall be insulated.

1.2 SUBMITTALS:

- A. Submittals shall be required by the Architect for the thermal insulation according to the drawings and these specifications. Alternative products may be submitted for consideration for approval by the Architect. The insulation contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No insulation shall be installed without the stamped approval from the Architect.

PART 2 - PRODUCTS

2.1 THERMAL AND ACOUSTICAL INSULATION MATERIALS

- A. Thermal insulation and interior acoustical batt insulation shall be provided by one of the following manufacturers:
 - 1. Owens Corning
 - 2. Certainteed
 - 3. Schuller International
 - 4. Johns Manville

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates & conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates & other conditions affecting performance of fire safety insulation. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings and joints immediately prior to installing insulation to comply with recommendations of the manufacturer & the following requirements:
 - 1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of insulation.
 - 2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with insulation. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form release agents from concrete.

3.3 INSTALLATION THERMAL AND ACOUSTICAL INSULATION

- A. All thermal insulation shall be tight fitting ,pressure fit in place.
- B. Cut all insulation to fit tightly into irregular spaces, butt edges into firm contact with other adjoining surfaces. Hand pack around pipes, ducts, voids, electrical boxes etc.

3.4 CERTIFICATION

- A. Insulation Contractor shall provide the owner and the building department with copie of certificates that all insulation has been installed in conformance with these specifications and the approved Title 24 documents. Certificate shall be in a format acceptable to the local building department.

3.5 CLEANING

- A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of fire stopping products and of products in which opening and joints occur.

END OF SECTION

SECTION 07 92 00

CAULKING and SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 RELATED SECTIONS:

- B. Section 07620 - Sheet Metal & Trim

1.3 SUMMARY: Provide Caulking and Sealants as specified, indicated and required. This section covers caulking of openings and joints to make the entire building weatherproof and watertight.

1.4 SUBMITTALS:

- A. Submittals shall be required by the architect for the caulking and sealant materials according to the drawings, schedules and these specifications. Alternative products may be submitted for consideration for approval by the Architect. The caulking and sealant contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No caulking or sealants shall be installed without the stamped approval from the Architect.
- B. Manufacturer's Data
 - 1. Provide required number copies of:
 - a. Product data sheets.
 - b. Installation instructions.
- C. Samples

1. Furnish actual sealant and caulking samples to be used, identified by area to be used. Sample shall be provided on durable board with white background,

in the actual color to to be used. Two boards shall be delivered to the general contractor for review and approval by the architect. No caulking or sealants shall be installed without the stamped approval of these boards from the Architect.

1.5 PRODUCT DELIVERY, STORAGE and HANDLING

- A. Deliver Caulking and Sealant material in unopened factory labeled containers, each label bearing statement of conformance to standards specified for each material.

1.6 WARRANTY

- A. Caulking Contractor shall furnish a written warranty against all defects in materials for 4 years and defects in workmanship for 2 years, covering loss of adhesion or cohesion, deterioration, color changes, leaking and other defects.

PART 2 -PRODUCTS

2.1 MATERIAL COLOR

- A. Exposed sealants shall match color of adjacent materials. Where adjacent materials on each side of a joint are different colors, use sealant of the color selected by the Architect.
- B. Joint fillers, primers or other materials used in conjunction with sealant shall not cause staining or deterioration of sealant or materials to which it is applied.

2.2 MATERIALS

- A. Furnish sealants meeting the following in service requirements. Normal curing schedules are acceptable. Non staining, color fastness and durability when subjected to intense actinic (ultra violet) radiation are required. Furnish the only of one manufacturer unless otherwise approved.
- B. Exterior joints. For joints between Dryvit and windows or doors use DAP “ Butyl Flex” or 3M “Weatherban 202”.

B. For non porous surface such as glass and metal use DOW “ Silicone Rubber Sealant” or GE “Silglaze”.

D. For porous surfaces such as masonry or concrete use DOW # 780 or GE “Silpruf”.

E. For interior locations such as ceramic tile, plumbing fixtures or other surfaces where as a mildew resistant sealant is required use DOW “ Bathtub Caulk” or GE # 1700.

2.3 BACKING MATERIALS

A. Use backing materials as approved by sealant manufacturer as both physically and chemically compatible with primer and sealant. Oakum, jute, cotton tape and vegetable base materials are Not Acceptable. Furnish uncoated untreated fibrous glass rope or polyethylene, vinyl, silicone or urethane type polymer sponge or tubing, medium to firm density, not containing oil, butyl, asphalt or neoprene. For bond breaker, use polyethylene film or tape or aluminum foil.

PART 3 - EXECUTION

3.1 INSPECTION

A. Caulking Contractor shall inspect surfaces and joints to be caulked and shall report to the General Contractor any conditions that prevent correct preparations, priming and caulking installation.

3.2 PREPARATION AND PROTECTION

A. Caulking Contractor shall conform to sealant manufacturer’s instructions and apply materials to clean, dry surfaces free of grease, oil, wax or other matter that destroys or impairs adhesion. Remove lacquer and like coatings on aluminum contacting sealants. Protect all adjoining surfaces and apply temporary masking tape on both sides of joints where surface staining may occur. Fill joints with joint backing material until the joint depth does not exceed 50% of the joint width. Provide bond breaker to prevent bonding of sealant to backing materials wherever joints exceed 1/2” width, or joint width is shown or required to exceed depth. Prime surfaces as required by manufacturer’s instructions.

3.3 TOOLS AND WORKMANSHIP

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- A. Apply sealant with guns having proper size nozzles and providing sufficient pressure to fill all voids and joints solid. Where the use of a caulking gun is impractical, use suitable hand tools.

3.4 JOINT DIMENSIONS

- A. No joints less than 1/4" or greater than 3/4" will be accepted. Depth of sealant for joints up to 3/4" wide shall be one half the width and shall use specified sealant backup. Accurately position the back up inside the joint to establish and control the uniform designed thickness of the sealant

3.5 APPLICATION

- A. Do not exceed 3/8" sealant depth unless specifically dimensioned. Minimum joint width is 1/4" for metal to metal joints and maximum 3/4". Apply all sealants under uniform pressure sufficient to fill all voids. Finish exposed joints smooth and flush with adjoining surface unless recessed joints are shown. Remove temporary masking as soon as joint is completed.

3.6 FINISHING

- A. Neatly point sealant on flush surfaces. Remove excess material and avoid smearing it on adjacent surfaces. Exposed sealant shall be free of wrinkles and uniformly smooth. Sealant work shall be complete before finish coats of paint are applied.

3.7 CLEANING

- A. Clean material from surfaces not to receive sealant and restore the finish as required. If surfaces adjoining joints are stained and cleaning is not acceptable, remove the affected work & provide new work as directed and approved, at no cost to the owner.

END OF SECTION

SECTION 08 12 17

PREFINISHED STEEL DOOR FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Non-rated shop pre-finished, site assembled steel frames.

1.2 RELATED SECTIONS

- A. Section 08210 - Wood Doors.
- B. Section 08710 - Door Hardware: Hardware

1.3 REFERENCES

- A. ASTM A1008M – Standard for cold rolled material
- B. UBC 7-2-97, UBC 7-4-97 Positive Pressure
- C. ASTM D2197 - Standard Test Method for Adhesion of Organic Coatings by Scrape Adhesion.
- D. ASTM D2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
- E. ASTM D2794 - Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- F. ASTM D3361 - Standard Practice for Unfiltered Open-Flame Carbon-Arc Exposures of Paint and Related Coatings.
- G. ASTM B117 – Standard test for salt spray testing
- H. NFPA 80 - Fire Doors and Windows.
- I. NFPA 252 – 1995 Fire Tests for Door Assemblies.
- J. ITS (WH) - Fire Tests of Door Assemblies.
- K. UL 10B – Fire Tests of Door Assemblies.

- L. UL 10C – Positive Pressure Fire Tests of Door Assemblies.

1.4 SUBMITTALS FOR REVIEW

- A. Section 01300: Submission procedures.
- B. Product Data: Indicate frame configuration and finishes.
- C. Shop Drawings: Indicate frame elevations, reinforcement required, and spacing, location of embosses for hardware, and finish.
- D. Samples: Submit two standard frame samples, illustrating factory finished frame colors and surface texture.

1.5 SUBMITTALS FOR INFORMATION

- A. Section 01300: Submission procedures.
- B. Manufacturer's Installation Instructions: Indicate special installation instructions.
- C. Manufacturer's Certificate: Certify that door frames meet or exceed specified requirements

1.6 QUALITY ASSURANCE

- A. Installers:
 - 1. Individuals that are "Certified Prefinished Frame Installers" for the installation of site assembled door frames.
 - 2. Refer to manufacturer's Internet web site for listing of Certified installers.

1.7 REGULATORY REQUIREMENTS

- A. Fire Rated Frame Construction: Not Required

1.8 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01600: Transport, handle, store, and protect products in a dry area off the ground.
- B. Accept frames on site in manufacturer's box packaging with identification labels intact. Inspect for damage.
- C. Do not open individual boxes until installation is to begin.

1.9 PROJECT CONDITIONS

- A. Verify actual measurements/openings by field measurement prior to fabrication.
- B. Coordinate the work with frame opening construction, door and hardware installation.
- C. Sequence installation to ensure concealed electric wire connections are achieved in an orderly and expeditious manner.

PART 2 PRODUCTS

2.1 FRAME MANUFACTURERS

- A. Timely Industries, A Division of SDS Industries, Inc., 10241 Norris Avenue, Pacoima, CA, 91331-2292; Phone toll free: 800-247-6242 or local at 818-492-3500; Fax: 818-492-3530. Web site: www.timelyframes.com.
- B. Frames: Provide all frames for project from same manufacturer.
- C. Substitutions: As approved by the Architect and City to be of equal quality

2.2 FRAMES

- A. Frame Material: Cold rolled steel, for interior frames.
- B. Frame Throat Opening determined by the supplier to suit finished wall thickness.
- C. Frame Profile: Non-rated
 - 1. "S" (Standard) Series, 0.9 mm (20 gage) thick.
- D. Side Light Frames: [1.2 mm (18 gage).] [0.9 mm (20 gage) thick.]
- E. Frame Casings:
 - 1. Material: Steel casings with corner alignment clips.
 - 2. Type
 - a. Standard Steel Type: Model TA-8 with 6 mm (1/4 inch) reveal, on steel frames. Fit factory assembled units with MiterGard corner clips.

2.3 ACCESSORIES

- A. Reinforcement Bracket for Closer: [Regular arm closer, Model TA-10.] [parallel arm closer, Model TA-12.] [multi-purpose application, Model TA-25.]

- B. Reinforcement Brackets for Rim Exit Device: Model TA-12
- C. Reinforcement Brackets for Door Guards: Model TA-10
- D. Weatherstripping: None Required
- E. Silencers: Not Required
- F. Glass Stops: Model TA-14 removable rolled steel, shape, butted ends, countersink style and screws.
- G. Fasteners:
 - 1. Interior Frames: Drywall type.

2.4 FABRICATION

- A. Openings for single swing frame and pair frame to be non rated
- B. Sidelights : None Specified
- C. Sidelights : Not Required
- D. Casing Clips: Fabricate frames with factory applied heated treated clips.
- E. Mullions for Double Doors: [Fixed type, of same profiles as jambs.] [Removable type provided by Section 08710.]
- F. Transom Bars: Fixed type same profiles as jamb and head.
- G. Fabricate frames with hinge reinforcement plates secured in place.
- H. Attach fire rated label to each fire-rated frame.
- I. Silencers:
 - 1. Provide three (3) single silencers for single doors [and mullions of double doors] on strike side.
 - 2. Provide two (2) single silencers on frame head at double doors without mullions.
- J. Configure exterior frames with special profile to receive recessed weatherstripping.

2.5 FINISH

- A. Frame Units: Prefinished with factory applied impact resistant, polyester baked enamel finish in ALUMATONE Color

B. Casing:

1. Steel: Prefinished with factory applied impact resistant, polyester baked enamel finish in ALUMATONE Color

C. Colors:

1. Colors on all frames to be Standard Colors - ALUMATONE

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01700: Verify acceptability of existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

3.2 INSTALLATION

- A. Install frames in accordance with manufacturer's requirements.
- B. Install Prefinished frames near end of the project after completing wall painting and wall coverings.
- C. Install frames using Certified Installers.
- D. Coordinate installation of glass and glazing in glazed units.
- E. Coordinate installation of frames with installation of hardware
- F. Touch-up blemishes on finished frames.

3.3 SCHEDULE:

- A. The G.C. shall notify the Door Installer immediately immediately upon notification of the award of contract to avoid delays

END OF SECTION

SECTION 08 14 00

WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide Wood Doors & Frames as indicated, specified and required. Work in this section shall include the following:
 - 1. Wood Doors with Paint grade finish
 - 2. Wood Doors with Plastic Laminate finish
- B. Related Sections:
 - 1. Section 08 71 00 Finish Hardware
 - 2. Section 09 91 00 Misc. Interior Painting

1.2 SUBMITTALS

- A. Submittals shall be required by the Architect for the wood doors if they are supplied and installed according to these specification and detailed according to the drawings. Alternative products may be submitted for consideration for approval by the Architect. Door Contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No doors shall be installed without the stamped approval from the Architect.
- B. Submit certificates by manufacturer that doors supplied conform to or exceed requirements of these specifications.

1.3 QUALITY ASSURANCE

- A. All doors, installation and procedures shall conform to the National Woodwork Manufacturer's Assoc. (NWMA) Standards unless noted otherwise.
 - E. Furnish new doors conforming to the requirements of this section as replacements for doors rejected because of damaged surfaces, improper fitting or hardware preparation or other cause at no expense to the owner. Patching is not permitted for correction of defects.

1.4 WARRANTY

- A. Furnish to Owner a written warranty, subject to provisions of NWMA "Standard Door Guarantee" Against all defects in materials and workmanship for 2 years, except as noted below for mahogany doors.

PART 2 - PRODUCTS

2.1 DOORS

- A. All interior doors shall be 1 3/4", Solid Core, Paint Grade or 1 3/4" Solid Core doors with Plastic Laminate Face. See schedule and door type elevations.
- B. Sizes, types, thicknesses, profiles, details and features indicated for doors and frames shall be standard with the manufacturer, bearing identification labels, except as noted. Sizes and type shall be as shown on door schedule and door type elevations on this sheet.

2.2 HARDWARE

- A. Prepare, reinforce, mortise, drill and tap the doors and frames according to the templates supplied by the hardware supplier as standard with the door manufacturer as specified in section.

2.3 FINISH

- A. Thoroughly clean all surfaces and chemically treat for primer adhesion. Sand exposed surfaces of doors, frames and accessories and fill smooth as required.

PART 3 - EXECUTION

3.1.1 INSTALLATION:

- A. Refer to section 08 70 00 for installation requirements.

END OF SECTION

SECTION 08 41 00

EXTERIOR ALUMINUM STOREFRONT and GLAZING

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.1 SUMMARY: Provide Aluminum Storefront Doors & Frames and Window as indicated on the drawings, specified and required.

- A. Work in this section shall include the following:

- 1. Aluminum Storefront System
- 2. Glazing

- B. Related Sections include the following:

- 1. Section 08710 Finish Hardware

1.2 SUBMITTALS

- A. Submittals shall be required by the Architect for the aluminum storefront system according to the drawings and these specifications. Alternative products may be submitted for consideration for approval by the Architect. The aluminum storefront contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No storefront shall be installed without the stamped approval from the Architect.

1.4 PERFORMANCE

- A. System shall provide for expansion and contractions within system components caused by cycling temperature range of 170 degrees without causing detrimental effects to system or components.
- B. Design and size members shall withstand dead loads and live loads caused by human impact and ultimate wind load for the project area. Mullion deflection

shall be limited to 1/175 or flexure limit of glass with full recovery of glazing materials.

- C. Limit air infiltration through assembly to .06 cu. ft./min./sq. ft of assembly surface area, measured at a reference differential pressure across assembly as measured in accordance with ANSI/ ASTM E283.
- D. System shall accommodate, without damage to system or components or deterioration or perimeter seal, movement within system, movement between system and perimeter framing components, dynamic loading and release of loads and deflection of structural support framing.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. The following are acceptable manufacturer's under these specifications.

- 1. The Kawneer Company, Trifab II 451 System
- 2. Arcadia, Center Glazed System
- 3. U.S. Aluminum
- 4. ACS

2.2 STOREFRONT SYSTEM & MATERIALS

- A. All storefront and window frames shall be 1 3/4" x 4" aluminum systems for 1/4" center set glass by one of the manufacturer's listed above.

2.3 FABRICATION

- A. Fabricate doors and frames allowing for minimum clearances and shim spacing around perimeter of assembly, yet enabling installation.
- B. Rigidly fit and secure joints and corners with screw and spline. Make joints and connections flush, hairline and weatherproof.
- C. Develop drainage holes with moisture pattern to the outside.
 - 1. Prepare components to receive anchor devices and fabricate anchorage items.
- E. Arrange fasteners, attachments and jointing to ensure concealment from view.
- F. Prepare components with internal reinforcement for door hardware and door operator.

2.4 BRACING

- A. The Aluminum Storefront Contractor shall be responsible for providing structural calculations of the wind loads applied to all storefront systems and shall provide all necessary internal stiffener extrusions or bracing to the floor or roof structure as required by the calculations.

2.5 FINISHES

- A. All storefront window and door frames and all exposed accessory items shall be CLEAR ANODIZED FINISH
- B. All concealed steel items shall be galvanized in accordance with ANSI/ASTM A386 to 2.0 oz./sq. ft. primed with iron oxide paint.

2.6 GLAZING

- A. All EXTERIOR glazing shall as shown on the EXTERIOR AND INTERIOR elevations. All windows within 48" horizontal distance from any door, all glass in storefront doors and other glass as shown as tempered on the window elevations on the drawings shall be 1/4" clear tempered glass

PART 3 EXECUTION

3.1 INSTALLATION:

- A. Storefront Contractor shall field verify all wall openings and adjoining materials and that are ready to receive storefront. The beginning of this work indicates that the Storefront Contractor accepts the existing conditions.
- B. Install doors, frames, glazing and hardware in accordance with these specifications and in accordance with the manufacturer's instructions.
- C. Use anchorage devices to securely attach frame assembly to structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensions tolerances, aligning with adjacent work as shown on the details.
- E. Coordinated the attachment and seal of air and vapor barrier materials with the appropriate trades.

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- F. Sill flashing as shown on the details shall be supplied and installed by the Storefront Contractor. Return end up a minimum of 2". Fit tight to storefront section.
- G. Install hardware using the templates provided by the manufacturer
- H. Install glass and infill panels in accordance with the manufacture's instructions using the exterior glazing method.
- I. Adjust all operating hardware.
- J. Water test all storefront and entrance door assemblies after completion by spraying with hose heavily for 5 minute. Repair all leaks discovered by test. Repeat procedure until all leaks are eliminated.

3.2 TOLERANCES

- A. The maximum variation from plane tolerance is .03 inches per foot or .25 inches per 30 feet, whichever is less.
- B. The maximum misalignment of two adjoining members abutting in plane is .015 inches.

3.3 CLEANING

- A. Remove all protective materials from prefinished surfaces.
- B. Wash down exposed surfaces using a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- C. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer and the local health department.

END OF SECTION

SECTION 08 71 00

FINISH HARDWARE

PART 1 - GENERAL

1.1 SUMMARY:

A. Work in this Section Includes:

1. Door Hardware.

B. Related Sections:

1. Toilet accessories of all kinds including grab bars.

1.2 SUBSTITUTIONS & SUBMITTALS:

A. SUBSTITUTIONS

1. Make substitution requests in accordance with Division 1.
2. Items listed with no substitute manufacturers have been requested by the Owner to meet existing standard.

B. SUBMITTALS:

1. Submit six copies of schedule in accordance with Division 1. Organize schedule into "Hardware Sets" with an index of doors and heading, indicating complete designations of every item required for each door or opening. Include the following information:
2. Type, style, function, size, quantity and finish of each hardware item. Use BHMA Finish codes as per ANSI A156.18.
3. Name, part number and manufacturer of each item.
4. Fastenings and other pertinent information.
5. Location of hardware set cross referenced to indications on drawings both on floor plans and in door schedule.
6. Explanation of all abbreviations, symbols, and codes contained in schedule.
7. Mounting locations for hardware.

8. Door and frame sizes and materials and degree of swing. Include a list of all manufacturers used and their nearest representative with address and phone number.
9. Submit manufacturer's technical data and installation instructions for the electronic hardware.
10. Fabricate doors, frames and walls with necessary reinforcement to receive the specified hardware. No extra cost will be allowed for changes or corrections necessary to facilitate the proper installation of hardware.

1.3 QUALITY ASSURANCE:

A. QUALIFICATIONS

1. Obtain each kind of hardware (latch and lock sets, exit devices, hinges, and closers) from one manufacturer.
2. Hardware supplier: direct factory contract supplier who has in employment a certified hardware consultant (AHC) who is available at all reasonable times, during the course of the work, for project hardware consultation to the Owner, Architect, and Contractor AND has a maintenance and service facility located within 100 miles of the project site. This facility will stock parts for products supplied and be capable of repairing and replacing hardware items found defective within the warranty period specified in section 1.06.
3. Exit Doors: Openable from the inside without the use of a key or any special knowledge or effort.
4. Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard No. 80. Provide hardware which has been tested and listed by UL for the type and size of each door and door frame label. Latching hardware, door closers, ball bearing hinges, and seals are required whether listed in the Hardware Schedule or not.
5. Where exit devices are required on fire-rated doors, provide supplementary marking on door UL label indicating "Fire Door to be Equipped with Fire Exit Hardware", and provide UL label on exit device indicating "Fire Exit Hardware".

1.4 DELIVERY, STORAGE, AND HANDLING:

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- A. Acceptance at Site: Individually package each unit of finish hardware complete with proper fastening and appurtenances, clearly marked on the outside to indicate contents and specific locations in the Work.
- B. Deliver packaged hardware items at the times and to the locations (shop or field) for installation, as directed by the Contractor.
- C. Unused Hardware: Return new hardware not installed and existing hardware not indicated to be reinstalled to the Owner.

1.5 PROJECT CONDITIONS:

- A. Coordination: Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.
- B. Upon request, check the Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.6 WARRANTY:

- A. Provide guarantee from hardware supplier as follows:
 - 1. Closers: Ten years.
 - 2. Exit Devices: Three years.
 - 3. Hinges: Life of the Building.
 - 4. All other Hardware: Two years.
- B. State that the supplier has made an inspection of the finished installation, and has verified that the hardware is functioning properly.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Listed Acceptable Substitutes must provide the function and features of the specified product otherwise it will not be approved.

Item:	Manufacturer:	Acceptable Sub:
Hinges	(STA)Stanley	McKinney, Hager
Cylinders	(SCH)Schlage	Yale
Locks	(SCH)Schlage	Yale
Flush Bolts	(GLY)Glynn Johnson	None

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Exit Devices	(VON)Von Duprin	Rixon
Closers	(LCN)LCN	Norton
Silencers	(GLY)Glynn Johnson	Ives, Rockwood
Push & Pull Plates	(TRI)Trimco	Ives, Rockwood
Stops & Holders	(TRI)Trimco	Ives, GJ
Overhead Stops	(GLY)Glynn Johnson	None
Thresholds	(PEM)Pemko	Reese, NGP
Seals & Bottoms	(PEM)Pemko	Reese, NGP

- B. Furnish items of hardware required to complete the work in accordance with these specifications and the manufacturers instructions, including items of hardware inadvertently omitted from this specification. Items to be of equal quality and type.
- C. Where the exact types of hardware specified are not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having as nearly as practicable the same operation and quality as the type specified, subject to Architect's approval.
- D. Carefully inspect Project for the extent of the finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, furnish finish hardware to specification.

2.2 MATERIALS:

- A. Locksets and latchsets: as specified. Strikes shall be 16 gage curved steel, bronze or brass with 1" deep box construction, and have lips of sufficient length to clear trim and protect clothing.
 - 1. Latchbolts: minimum 3/4-inch throw.
 - 2. Deadbolts: 1-inch minimum throw.
 - 3. Comply with requirements of local security ordinances.
 - 4. Thumbturns: accessible design not requiring a pinching or twisting motion to operate.
 - 5. Lock Series and Design: Schlage L and D Series 06; Rhodes Lever.
 - 6. Furnish 3 hinges per leaf to 7 foot, 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
 - 7. Provide heavy weight hinges on doors over 3 foot, 5 inches
 - 8. Outswinging exterior doors to be non-ferrous and have nonremovable (NRP) pin.
 - 9. Provide shims and shimming instructions for proper door adjustment.
 - 10. Surface Door Closers: Rack and pinion type with removable non-ferrous case and cast iron body. Provide thru-bolts at wood doors unless doors

are furnished with blocking for closers. Non-sized, and adjustable. Place closers inside building, stairs, and rooms.

- B. Door stops: Provide stops to protect all walls, casework or other hardware.
 - 1. Unless otherwise noted in the Hardware Sets, furnish wall type with appropriate fasteners. Where wall type cannot be used, furnish floor type. If neither can be used, furnish overhead type.
 - 2. 2 Seals: Finished to match adjacent frame color. Resilient seal material: Santoprene, silicone rubber, polyurethane or polypropylene. U.L. label applied to seals on rated doors.
 - 3. Solid neoprene: MIL Spec. R6855-CL III, Grade 40. Sponge neoprene: MIL Spec. R6130, Type II, Group C
 - 4. Extrusion Thickness: Furnish manufacturers certification that all extrusions meet or exceed thickness of material specified.
- C. Screws: Exposed screws to be Phillips head. Flat head sleeve anchors (FPS) may be slotted drive. Sleeve nuts to be full length to prevent door compression.
- D. Overhead Stops: Furnish units with non-plastic mechanisms and finished metal end caps.

2.3 FINISH:

- A. Generally #626 Satin Chrome Finish
- B. Door closers shall be factory powder coated to match other hardware, unless otherwise noted.
- C. Aluminum items: match predominant adjacent material.
- D. Seals to coordinate with frame color.

2.4 KEYING REQUIREMENTS:

- A. Initiate and conduct meeting(s) with the Owner to determine the Key System requirements. Keying system shall be approved by Owner's representative in writing. Furnish construction key system in accordance with lock manufacturers standard. Where interchangeable core systems are used, use temporary cores for construction keying. Stamp keys "Do Not Duplicate".

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- B. Key system: Schlage Standard.
- C. Locks and cylinders: keyed at the factory of the lock manufacturer where permanent records are maintained. Locks and cylinders shall be of the same manufacturer.
 - 2. Permanent keys: deliver only to Owner's representative.
 - 3. Quantity of Keys: At completion of the project provide owner with six sets of the keys According to the schedule on sheet A6.
 - 4. Keying Schedule: Submit three copies indicating how the Owner's final instructions has been fulfilled.
- G. Key Transmittal: Supply to Owner upon completion.

PART 3 - EXECUTION

3.1 HARDWARE LOCATIONS:

- A. Locate hardware per SDI-100 and applicable building, fire, life-safety, accessibility and security codes.
- B. Where new hardware is to be installed near existing doors/hardware which are scheduled to remain, match locations of the existing hardware.
- C. Notify Architect of any code conflicts before ordering material.

3.2 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Installation shall conform to local governing agency security ordinance.
- C. Drill pilot holes for fasteners in wood doors and/or frames.

3.3 ADJUSTING:

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- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every component. Replace components which cannot be adjusted, to operate freely and smoothly.
- B. Hardware damaged by improper adjustment methods to be repaired or replaced to Owner's satisfaction.
- C. Inspection: By hardware supplier within 10 days of contractors request. Inspector or Contractor will sign off the hardware as being complete and correctly installed and adjusted. Further corrections of defective material shall be the responsibility of his representative.
- D. Follow up inspection: Installer to provide a letter of agreement to the Owner that approximately 6 months after substantial completion, the installer shall visit the jobsite with the representatives of the manufacturers of the locking devices and door closers and accomplish the following:
 - 1. Re-adjust all hardware.
 - 2. Evaluate maintenance procedures and recommend changes or additions, and instruct owner's personnel.
 - 3. Identify items that have deteriorated or failed.
 - 3. Submit a written report identifying problems and likely future problems.

3.4 SCHEDULE OF FINISH HARDWARE:

- A. Refer to the schedule on the architectural drawings for hardware specific and performance schedule

END OF SECTION

SECTION 09 29 00

GYPSUM WALLBOARD

PART 1 - GENERAL

1.1 DESCRIPTION: Provide gypsum wallboard as indicated, specified and required.

- A. Work in this section shall include:

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1. Gypsum wallboard on interior walls and ceilings
2. Joint, edge, corner and fastener finishing
3. Non - load bearing steel stud wall framing

1.2 SUBMITTALS

- A. Submittals are not required by the Architect if gypsum wallboard are installed according to these specifications. Alternative products may be submitted for consideration for approval by the Architect. Drywall contractor shall submit six copies of proposed alternatives to the General Contractor for distribution to the Architect. No alternatives shall be installed without the stamped approval from the Architect.

1.3 QUALITY ASSURANCE

- A. The work of this section shall conform to the requirements of GA-216-78 "Recommended Specifications for the Application and Finishing of Wallboard" published by the Gypsum Assoc.
- B. Coordinate delivery with installation to minimize storage periods at the project site. Deliver in manufacturer's unopened bundles or packages, fully identified with manufacturer's name, brand, type and grade. Protect from weather, soiling and damage using equipment and storage equipment recommended by the manufacturer.
- C. Make a detailed inspection of areas and surfaces to be enclosed or covered by gypsum drywall and arrange for correction of defective workmanship or materials. It is the drywall contractor's responsibility to notify the General Contractor in writing of any defects found such as warped wall framing, inadequate framing connections, split framing members, projections made from framing hardware, etc. The installation of drywall indicates Drywall Contractor's acceptance of existing conditions and waives his right for claims against defective workmanship.
- D. Defective workmanship such as waviness, warped walls, non-square walls etc. are subject to rejection by the Architect and shall be completely replaced at no expense to the Owner.

PART 2 - PRODUCTS

2.1 GYPSUM WALLBOARD MATERIALS

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- A. All interior walls shall have ASTM C36, 5/8" thickness, type X gypsum wallboard with recessed edges for exposed surfaces unless noted otherwise.
- B. All drywalled ceilings as shown on reflected ceiling plan shall have ASTM C36, 5/8" thickness, type X gypsum wallboard with recessed edges for exposed surfaces unless noted otherwise.
- C. All walls within restroom area shall have moisture resistant, ASTM C360, 5/8" thick gypsum wallboard, with recessed edges for exposed surfaces.

2.2 ATTACHMENT MATERIALS

- A. Nails shall be bugle or cooler head ring - shank type, treated for corrosion resistance, minimum 1 3/8" long. See Wall Type Legends on the Floor Plans for locations of walls with multiple wallboard applications and nail length requirements.
- B. Screws shall be type "S", ASTM C646, corrosion resistant, self tapping bugle head, spiral threaded type, minimum 1 1/4" long. Lengths shall penetrate all supporting metal at least 3/8". See Wall Type Legends on the Floor Plans for locations of walls with multiple wallboard applications and screw length requirements.

2.3 METAL TRIM ACCESSORIES

- A. All metal trim and corner beads shall be of electro-galvanized steel with taping flanges, as manufactured or recommended by drywall contractor. Corner beads shall be used at all outside corners and "J" shaped trim members where abutting other materials.

2.4 FINISHING MATERIALS

- A. All finishing materials shall meet ASTM C475. Joint tape, joint bedding compound, finishing cement, adhesive and laminating compounds shall be as recommended by drywall contractor.

2.5 NON - BEARING STEEL STUDS

- A. Steel studs shall be used for wall soffits above steel beams. See details for locations, size, spacing, etc.

PART 3 - EXECUTION

3.1 INSTALLATION OF GYPSUM WALLBOARD - GENERAL REQUIREMENTS

- A. Perform wallboard installation and finishing according to ASNSI A97.1 and the wallboard manufacturer's instructions. All gypsum wallboard construction, including fastenings and joint treatments shall conform to fire resistive requirements as indicated on the drawings and required by governing codes. Examine all surfaces to receive gypsum wallboard and make certain that framing is plumb and true. Correct unsuitable conditions before proceeding. The fastening surface of any framing or furring member shall not vary more than 1/8" from the plane of the faces of adjacent framing or furring members. Use gypsum wallboard of the maximum practical length to minimize end joints. All end joints shall be neatly fitted and staggered. Joints on opposite sides of the partitions shall be so arranged as to occur on different studs. Apply ceiling boards first. Butt all joints between panels loosely. Do not force panels into position. Place tapered or wrapped edge next to one another.
- B. Maintain minimum 60 degrees F within building during installation. Furnish ventilation to eliminate excessive moisture.
- C. All ends and edges of gypsum wallboard shall occur over framing members or other solid backing.

3.2 INSTALLATION OF GYPSUM WALLBOARD ON WALLS

- A. All walls shall have single layer 5/8" type 'X' gypsum wallboard throughout. Wallboard shall run full height as shown on the sections and interior elevations
- B. All gypsum wallboard on wood walls shall be attached using the double nailing procedure as defined in the Plaster and Drywall Systems Manual Third Edition.
- C. All gypsum wallboard on steel studs shall be attached using type "S" screws and shall be installed as defined in the Plaster and Drywall Systems Manual, Third Edition. Screws shall have maximum spacing of 12" o.c.
- D. Use water resistant 5/8" gypsum wallboard on all walls of restrooms. Nail attach per note # 2 above over wood stud framing or screw attach per note #3 above over steel stud framing. Treat all cut raw edges, utility holes and joints including angle intersections with water resistant sealant as manufactured by the gypsum wallboard manufacturer. In areas to receive tile, treat all fastener heads with the same water resistant sealer. Fill all openings around penetrations through gypsum wallboard surfaces with "Durabond Tub Caulk" by

U.S.G. or equal. Do not fill gap formed by spacer at bottom edge of panels. This gap shall be filled with ceramic tile adhesive.

3.3 INSTALLATION OF GYPSUM WALLBOARD ON CEILINGS

- A. All ceilings shall have single layer 5/8" type 'X' gypsum wallboard throughout. See reflected ceiling plan for locations and heights.
- B. All gypsum wallboard on ceilings shall be screw attached to wood framing using 1 1/4" type "W" screws. Screws shall be attached at a maximum spacing of 12" o.c. and shall be installed according to the Plaster and Drywall Systems Manual, Third Edition.

3.4 ACCESSORIES

- A. Provide metal corner bead at all external angles and provide casing bead at all exposed edges of wallboard face layer. Install securely, plumb and true in accordance with the Plaster and Drywall Systems Manual, Third Edition. Use only full length pieces where conditions permit.

3.5 ACCESS PANELS

- A. Panels for access to electrical and mechanical controls and valves which occur in gypsum wallboard partitions or furring will be furnished by the trade involved for installations under this section. Locate panels where directed and install plumb or level and square with adjacent construction. Refer to the electrical and mechanical drawings and specifications for requirements.

3.6 JOINT TREATMENT

- A. Inspect gypsum wallboard installation prior to applying joint treatment. Correct all defects before proceeding. Taping and finish compounds shall be prepared and mixed in accordance with manufacturer's printed directions. Exposed surfaces of drywall in place shall be fully acceptable for applications of deferred finishes to provide completed work free of flaws with fasteners recessed and joints invisible. All joints in gypsum wallboard shall be finished.
- B. Coverage: Spread joint compound evenly over all joints and fill all screw depressions and metal trim.
- C. Joints: Reinforce all joints and interior angles with tape. Wipe down with sufficient pressure to remove excess compound and to leave sufficient

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compound under tape for proper bond. Feather and leave free from blisters and tape wrinkles. Allow to dry.

- D. Additional coats shall be applied over taping compound, feathering approximately 3" beyond edges of tape. Apply another coat to fastener heads, leaving flush with wallboard surfaces.
- E. Apply joint cement over trim flanges in two coats, fill thick at bead nose and feather out to at least 10" past edge.

3.7 DRYWALL FINISH

- A. After all irregularities have been eliminated and the joint surfaces sanded or sponged where required, a thin skim coat of joint compound shall be applied to the entire surface of all gypsum wallboard areas. This will minimize any suction, porosity or other surface variations between the joint compound and the face of paper surfaces. Caution should be taken to eliminate laps or tool marks in the skim coating operation. The wall or ceiling surface shall be lightly sanded or sponged where required to assure a smooth and even surface. All walls shall be finished with a **SMOOTH SANDED FINISH**. "Orange Peel", "Light Spatter", "Knockdown" or other wall textures are not acceptable finishes and will be rejected.

END OF SECTION

SECTION 09 30 13

CERAMIC WALL and FLOOR TILE

PART 1 - GENERAL

1.01 Section Includes

- A. Ceramic tile wall finish using the thinset application method.
- B. Ceramic tile base.

1.02 References

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- A. ANSI/TCA A108.5 - Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex Portland Cement Mortar.
- B. ANSI/TCA A108.11 - Interior Installation of Cementitious Backer Units.
- C. ANSI/TCA A118.1 - Dry-Set Portland Cement Mortar.
- D. ANSI/TCA A118.4 - Latex-Portland Cement Mortar.
- E. ANSI/TCA A118.6 - Ceramic Tile Grouts.
- F. ANSI/TCA A118.9 - Test Methods and Specifications for Cementitious Backer Units.
- G. ANSI/TCA A137.1 - Specifications for Ceramic Tile.
- H. ASTM C847 - Standard Specifications for Metal Lath.
- I. ASTM D226 - Asphalt-Saturated Felt Used in Roofing and Waterproofing.
- J. TCA (Tile Council of America) - Handbook for Ceramic Tile Installation.

1.03 Submittals

- A. Submit shop drawings indicating tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials.
- B. Submit samples for review by the City and the architect
- C. Submit manufacturer's installation instructions
- D. Submit maintenance data under provisions
- E. Include recommended cleaning and stain removal methods, and cleaning materials.

1.04 Quality Assurance

- A. Conform to ANSI/TCA A137.1 for tile material.
- B. Conform to ANSI/TCA Standards and TCA Handbook for tile installation.

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1.05 Qualifications

- A. Manufacturer: Company specializing in the manufacture of products specified in this Section with minimum five years documented experience.
- B. Installer: Company specializing in applying the work of this Section with minimum five years documented experience.

1.06 Environmental Requirements

- A. Maintain 50 degrees F during installation of mortar materials.

1.07 Extra Materials

- A. Provide extra quantity of full size tile and trim shape units to Owner under provisions of Section 01 77 00.
- B. Provide quantity equal to 5 percent of units installed of each shape and color.

PART 2 - PRODUCTS

2.01 Manufacturers - Tile

- A. American Olean Tile Co., Inc., www.aotile.com.
- B. DSA (Buchta), www.dsa-ceramics.com.
- C. Crossville Ceramics, www.crossvilleinc.com.
- D. Dal-Tile Corp., www.daltile.com.
- E. Florida Tile Industries, Inc., www.floridatile.com.
- F. Interceramics, www.ceramic tileintl.com.
- G. Shaw Commercial, www.shawinc.com.
- H. Summitville Tiles, Inc., www.summitville.com.
- I. United States Ceramic Tile Co., www.usctco.com.
- J. Substitutions: Under provisions of Section 01 25 00.

2.02 Tile Material

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- A. Refer to architectural drawings for location, type, color, manufacturer and patterns.

2.03 Manufacturers - Mortar and Grout

- A. American Olean Tile Co., Inc., www.aotile.com.
- B. C-Cure, www.c-cure.com.
- C. Custom Building Products, www.custombuildingproducts.com.
- D. Dal-Tile Corp., www.daltile.com
- E. H.B. Fuller Company, www.hbfuller.com.
- F. Hydromet, www.bostikfindley-usa.com.
- G. Laticrete International, Inc., www.laticrete.com.
- H. MAPEI, www.mapei.com.
- I. W.R. Bonsal Company, www.bonsal.com.
- J. Substitutions: Under provisions of Section 01 25 00.

2.04 Mortar Materials

- A. Portland Cement Mortar Materials: ANSI/TCA A118.1.
- B. Latex-Portland Cement Mortar: ANSI/TCA A118.4 and the following:
 - 1. Acrylic resin latex additive.
 - 2. Dry mortar mix supplied by latex manufacturer.

2.05 Grout Materials

- A. Portland Cement Grout Materials: ANSI/TCA A118.6, commercial type.
- B. Latex-Portland Cement Grout: ANSI/TCA A118.6 of color selected and the following:
 - 1. Acrylic resin latex additive.

2. Dry mortar mix supplied by latex manufacturer.

2.06 Accessories

- A. Sealant: Type specified in Section 07 92 00.

2.07 Mortar Mix and Grout Mix

- A. Mix and proportion pre-mix setting bed and grout materials in accordance with manufacturer's instructions and referenced standards.

PART 3 - EXECUTION

3.01 Examination

- A. Verify that surfaces are ready to receive work.
- B. Beginning of installation means installer accepts condition of existing surfaces.

3.02 Preparation

- A. Protect surrounding work from damage or disfiguration.
- B. Vacuum clean existing surfaces and damp clean.
- C. Seal substrate surface cracks with filler.

3.03 Installation - Thinset Method

- A. Install mortar, tile, and grout in accordance with ANSI/TCA 108.5 and applicable tile installation standards of the TCA Handbook.
- B. Lay tile to pattern indicated. If not indicated, request from Architect. Do not interrupt tile pattern around openings.
- C. Cut and fit tile tight to penetrations through tile. Form corners and bases neatly. Align wall, base, and floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar or excess grout.
- E. Form internal angles coved and external angles bullnosed.
- F. Sound tile after setting. Replace hollow sounding units.

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- G. Keep control joints free of mortar or grout. Apply sealant to joints.
- H. Allow tile to set for a minimum of 48 hours prior to grouting.
- I. Grout tile joints.
- J. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

3.04 Cleaning

- A. Clean work on all finished surfaces to the satisfaction of the city.
- B. Clean tile surfaces.

END OF SECTION

SECTION 09 51 00

ACOUSTICAL CEILING TILE

PART 1 – GENERAL

- 1.1 DESCRIPTION: Provide and install ceiling suspension system and acoustical tile as indicated detailed, specified and required in all areas as shown on Reflected Ceiling Plans.
 - A. Work in this section shall include:
 - 2' x 4' acoustical ceiling tiles
 - 12" x 12" Glued On Ceiling Tiles
- 1.2 SUBMITTALS: Submittals are not required by the Architect if the ceiling suspension systems and ceiling tiles are supplied and installed according to these specifications and detailed according to the drawings. Alternative products may be submitted for consideration for approval by the Architect. Ceiling Contractor shall submit six copies of proposed alternatives to the General Contractor for distribution to the Architect. No alternatives shall be installed without the stamped approval from the Architect.

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1.3 REFERENCE

- A. ASTM C635, Standard Specification for metal Suspension Systems for Acoustical tile and Lay - in Panel Ceilings.
- B. ASTM C636, Recommended Practice for Installation of Metal Suspension Systems for Acoustical Tile and Lay - in Panel Systems.

1.4 DELIVERY AND STORAGE

- A. All materials shall be delivered in their original unopened packages and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the premises.

1.5 ENVIRONMENTAL CONDITIONS

- A. Building shall be enclosed with all windows and exterior doors in place and glazed and roof watertight before installation of suspension system. Permanent heating and cooling equipment shall be in operation and residue moisture from plaster shall have dissipated. Interior temperatures shall range from 60 degrees to 80 degrees F with relative humidity no greater than 70%.

1.6 SEQUENCING / SCHEDULING

- A. Coordinate with other work supported by or penetrating ceiling, including mechanical or electrical work and partition systems.
- B. Mechanical ductwork and heating system shall be complete before installation of suspension system.
- C. Electrical work including conduit installation shall be complete prior to the installation of the suspension system.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. **All 2' x 4' ceiling tiles shall be lay in, 15/16" Armstrong Cortega "Second Look II" for exposed tee suspension system. Color shall be white. The ceiling contractor shall verify the existing grid dimensions and order ceiling tiles that will drop in properly to the existing grid.**

- B. All 12" x 12" glued on acoustical ceiling tiles shall be Armstrong 12" x 12" White "Impression" tiles glued to new or existing drywall ceiling as recommended by the manufacturer.**

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install acoustical tile material, including necessary hangers, grillage, splines and other supporting hardware in accordance with ASTM C636, manufacturer's instructions and the details on the drawings.
- B. Space hanger wires on main tees at a maximum spacing or 4'-0" o.c. each way, attaching hangers directly to supporting structure. Do not support wires from mechanical or electrical equipment, piping, or other equipment above ceiling. Provide additional hanger wire as shown on details in this set of drawings and per the seismic requirements of the UBC.
- C. Coordinate the detailing and installation of the electrical and mechanical contractor and verify that all recessed lights, air diffusers and return air grills match and are compatible with the existing ceiling suspension system. Notify the General Contractor in writing of discrepancies or incompatibilities of the recessed lights air diffusers or return air grills with the ceiling suspension system.
- D. All ceiling suspension system members shall be straight, true and plumb.
- E. All ceiling system layouts, grids and dimensions shall be as shown on the Reflected Ceiling Plan.

END OF SECTION

SECTION 09 65 00

RESILIENT FLOORING

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY: Provide and install Resilient Flooring as indicated, detailed, specified and required in all areas as per the following schedule.

- A. Work in this section shall include resilient flooring in the following rooms:

- 1. See the Floor Finishes Plan on for locations, type and color

1.3 SUBMITTALS:

- A. Submittals shall be required by the Architect for the resilient flooring materials according to the drawings and these specifications. Alternative products may

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be submitted for consideration for approval by the Architect. The Resilient Flooring Contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No resilient flooring shall be installed without the stamped approval from the Architect.

1.4 PRODUCT DELIVERY & STORAGE

- A. Deliver materials to the site in the manufacturer's unopened labeled containers. Store all resilient flooring at the jobsite at a minimum 70 degrees F for 48 hours before installing.

1.5 ENVIRONMENTAL CONDITIONS

- A. Submit copies of the flooring manufacturer's recommended standard dryness testing and required test results for the type of flooring to be used to the General Contractor prior to the installation of resilient flooring.
- B. Test the project area according to the testing procedures recommended by C.
- C. The flooring manufacturer for moisture content and submit written reports to the General Contractor prior to installation of the resilient flooring.
- C. Do not start flooring installation until satisfactory moisture testing results are obtained and the work of all other trades is substantially completed, including painting. Keep the areas of installations and materials at 70 degrees F during and for 10 days after installation is completed. Maintain adequate ventilation for the removal of moisture and fumes.

1.6 SEQUENCING / SCHEDULING

- A. Coordinate with other work in areas requiring resilient flooring, including, but not limited to painting, ceiling suspension systems, cabinetry, etc.

PART 2 PRODUCTS

2.1 MATERIALS

- A. See the Floor Finishes Plan in the architectural drawings for type, material Manufacturer and color.
- B. Provide adhesive, primers and fillers of type and composition recommended by resilient flooring manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Installation shall conform to the flooring manufacturer's recommended moisture testing and installation procedures and to requirements herein.
- B. Preparation: Clean substrates of all deleterious substances and foreign matter. Fill cracks or depressions with latex leveling compound of the type recommended by flooring manufacturer to specific job conditions.
- C. Prime concrete slabs on grade as recommended by the flooring manufacturer.
- D. Spread adhesive over prepared surfaces and lay flooring with joints tight and properly aligned. Place weights over high spots, irregular areas and joints until complete adhesion has been obtained between the flooring and the slab.
- E. Finish surfaces shall be smooth and even with joints butted together and exposed surfaces free of excess adhesive.

3.2 CLEANING AND COMPLETION

- A. Keep all flooring surfaces clean as installation progresses. Clean flooring when sufficiently seated and remove all foreign substances. Immediately prior to Owner's acceptance of building, clean adjacent surfaces of adhesive or other defacement. Replace all damaged or defective work to the original specified condition.

END OF SECTION

SECTION 09 68 50
CARPET TILE FLOORING

PART 1 GENERAL

1.1 RELATED DOCUMENTS;

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections , apply to this section.

1.2 SUMMARY

A. Provide and install sheet carpet as indicated, specified and required

1. Carpet Tiles
2. Carpet Adhesives

1.3 REFERENCES

A. All carpet materials and adhesives shall meet the requirement of ASTM E - 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.4 SUBMITTALS:

A. Submittals of carpet samples are not required by the Architect if the Carpet is

provided and installed according to these specifications. Alternative products may be submitted for consideration for approval by the Architect. Carpet Contractor shall submit six samples of proposed alternatives to the General Contractor for distribution to the Architect. No alternatives shall be installed without the stamped approval from the Architect.

1.5 OPERATION & MAINTENANCE

- A. Carpet Contractor shall submit operation and maintenance data including Maintenance procedures, recommended maintenance materials and suggested schedule for cleaning.

1.6 QUALITY ASSURANCE

- A. Manufacturer's quality assurance test results shall be submitted to the General Contractor prior to installation.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Store materials a minimum of one day prior to installation at the jobsite in the area of installation to achieve temperature stability.

1.8 WARRANTY

- A. Carpet Contractor shall submit manufacturer's warranties to the General Contractor prior to the installation of carpet.

1.9 EXTRA MATERIAL

- A. Carpet Contractor shall provide an additional 12 sq. yards of carpet material to the General Contractor at the completion of installation. Carpet shall be from the same rolls as the installed carpet.

PART 2 PRODUCTS

2.1 COMMERCIAL CARPET MATERIALS:

- A. See the Floor Finishes Plan on Sheet for current carpet specifications

2.2 ADHESIVE MANUFACTURERS

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- A. Carpet adhesives shall be as recommended by the carpet manufacturer and be by one of the following manufacturers.

- Advanced Adhesive Technology (AAT)
 - Adhesive Industry Manufacturing Co. (AIM)
 - The W. W. Henry Co.
 - Para - Chem Southern
 - XL Corp.

2.3 ACCESSORIES

- A. Sub floor filler shall be white premixed latex
- B. Hot melt seaming tape shall be as recommended by the carpet manufacturer.
- C. Carpet seaming cement shall be as recommended by the carpet manufacturer

PART 3 EXECUTION

3.1 CARPET INSTALLATION

- A. Inspect all subflooring to insure it is clean, dry and secure before installation proceeds. Use white latex subfloor filler as needed.

3.2 CLEANING

- A. Clean and vacuum all carpet surfaces

END OF SECTION

SECTION 09900

INTERIOR PAINTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Exterior Work Included:
This section shall specify the exterior surfaces to be painted.
The exterior surfaces to be included in this section include the following:
 - 1. Paint on the exterior sides of metal doors and frames - Gloss
 - 2. Paint on the exposed surfaces of exterior steel beams and trellis - Gloss
 - 3. Exposed surfaces of all roof flashings, pipes, pitch pockets, exposed steel tubes. Gloss

Note: Exterior color schedule shall be determined by the Architect as shown on the drawings

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- B. Interior Work Included: This section shall specify the interior surfaces to be painted. All interior walls shown as part of the construction on the drawings to be painted semi gloss enamel except for colored accent walls which should be painted flat latex.:

Note: Interior color schedule shall be determined by the architect.

- C. The following general categories of work and items that are included under other sections, shall not be a part of this section:
1. Shop prime painting of structural and miscellaneous iron or steel.
 2. Shop prime painting of hollow metal work.
 3. Shop finished work and items.

1.3 SUBMITTALS

Product Data: Submit complete manufacturer's descriptive literature and specifications in accordance with the provisions of Section 01300.

1. Materials List: Submit complete lists of materials proposed for use, giving the manufacturer's name, catalog number, and catalog cut for each item when applicable. When required, provide a list of paint and coating materials proposed for use which equates such materials with the design-basis products specified.

Samples: In accordance with provisions of Section 01300, submit, on 8 1/2 inch by 11 inch hardboard, samples of each color, gloss, texture and material selected by the Architect from standard colors available for the coatings required.

Manufacturer's Instructions: Submit the manufacturer's current recommended methods of installation, including relevant limitations, safety and environmental cautions, application rates, and composition analysis.

1.4 QUALITY ASSURANCE

Regulatory Requirements: Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this Specification, comply with the more stringent provisions.

Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).

2. Regulatory changes may affect the formulation, availability, or use of specified coatings.
Confirm availability of coatings to be used prior to job going out to bid and before start of painting project.

- B. Field Sample: When and as directed by the Architect, apply one complete coating system for each color, gloss and texture required. When approved, the sample panel areas will be deemed incorporated into the Work and will serve as the standards by which the subsequent Work of this section will be judged.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Use all means necessary to protect the materials of this Section before, during, and after installation.
- B. Deliver materials to job site in new, original, and unopened containers bearing manufacturer's name and trade name. Store where directed in accordance with manufacturer's instructions.

1.6 PROJECT/SITE CONDITIONS

- A. Do not apply exterior materials during fog, rain or mist, or when inclement weather is expected within the dry time specified by the manufacturer. No exterior or interior painting shall be done until the surfaces are thoroughly dry and cured. Do not apply paint when temperature is below 50 degrees F. Avoid painting surfaces when exposed to direct sunlight.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer's catalog names and number of paint types in this Section herein are based on products of Dunn-Edwards Corporation and is the standard of quality against which the Architect will judge equivalency. The quantity of titanium dioxide, the use of clays, aluminum silicate, talc and the purity of acrylic materials are a few of the criteria which will be used by the Architect in determining equivalency of materials.

2.2 MATERIALS

- A. Paints: Provide Ready-Mixed, except field catalyzed coatings. Pigments shall

be fully ground maintaining soft paste consistency, capable of being readily and uniformly dispersed to complete homogeneous mixture. Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks and sags.

- B. Accessory Materials: Linseed oil, shellac, solvents, and other materials not specified but required to achieve required finishes shall be of high quality and approved by manufacturer.
- C. Colors shall be selected from color chip samples provided by manufacturer of paint system approved for use. Match approved samples for color, texture and coverage.

2.3 MIXES

- A. Mix, prepare, and store painting and finishing materials in accordance with manufacturer's directions.

PART 3 EXECUTION

3.01 EXAMINATION

Examine surfaces to be painted before beginning painting work. Work of other trades that has been left or installed in a condition not suitable to receive paint, stain, other specified finish shall be repaired or corrected by the applicable trade before painting. Painting of defective or unsuitable surface implies acceptance of the surfaces.

Beware of a condition known as "critical lighting". This condition causes shadows that accentuate even the slightest surface variations. A pigmented sealer will provide tooth for succeeding decorative coating, but "does not" equalize smoothness or surface texture. Any corrective action to drywall must be done by the drywall contractor prior to decorating.

3.2 PROTECTION

Protect previously installed work and materials which may be affected by Work of this Section.

Protect refinished surfaces, lawns, shrubbery and adjacent surfaces against paint and damage.

1. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or splatter from fouling surfaces not being painted.

2. Protect surfaces, equipment, and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking, and staging.
- B. Provide WET PAINT signs, barricades, and other devices required to protect newly finished surfaces. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.3 PREPARATION

- A. Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for each substrate condition.
- B. Concrete and masonry surfaces shall be dry, clean, and free of dirt, efflorescence, encrustations, and other foreign matter. Glazed surfaces on concrete shall be roughened or etched to uniform texture.
- C. Ferrous metal shall be cleaned of oil, grease, and foreign matter with solvent. Prime within 3 hours after preparation.
- D. Sand and scrape metal to remove loose primer and rust.
- E. Galvanized metal shall be solvent cleaned with lacquer thinner and then retreated with an etching-type solution if recommended by the finish manufacturer. Cleaned and retreated galvanized metal shall be primed the same day that cleaning has been performed.
- F. Remove dust, grit and foreign matter from wood surfaces. Sand surfaces and dust clean. Spot coat knots, pitch streaks, and sappy section with pigmented stain sealer when surfaces are to be painted. Fill nail holes, cracks and other defects after priming and spot prime repairs when fully cured.
- G. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place and not-to-be-finish painted, or provide surface-applied protection. Reinstall removed items upon completion of work in each area.
- H. Existing surfaces to be recoated shall be thoroughly cleaned and deglossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as specified for new work.
- I. Thoroughly backpaint all surfaces of exterior and interior finish lumber and millwork, including doors and window frames, trim, cabinet work, etc., that will be concealed after installation. Backpaint items to be painted or enameled with the priming coat. Use a clear sealer for backpriming where transparent finish is required.

- J. Bar and covered pipes, ducts, hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work shall be cleaned prior to priming.
- K. Preparation of other surfaces shall be performed following specific recommendations of the coatings manufacturer.
- L. Bond breakers and curing agents must be removed and the surface cleaned before primers, sealers or finish paints can be applied.
- M. All drywall surfaces must be completely dry and dust free before painting. Skim coated drywall must be sealed with an alkyd based sealer or a waterborne sealer recommended by the paint manufacturer for this surface. Use the appropriate light or medium tack masking tape.

3.4 APPLICATION

Apply painting and finishing materials in accordance with the manufacturer's submittals, as approved. Use applicators and techniques best suited for the material and surfaces to which applied.

- 1. The number of coats specified is the minimum that shall be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.
- 2. All undercoats shall be tinted slightly to approximate the color of the finish coat.

Apply each material at not less than the manufacturer's recommended spreading rate:

- 1. Provide a total dry film thickness of not less than 1.2 mils for each required coat.
- C. Apply prime coat to material which is required to be painted or finished.
- D. Finish exterior doors on tops, bottoms, and edges same as exterior faces, after fitting.
- E. Sand lightly and dust clean between succeeding coat.

3.5 CLEANING, TOUCH-UP AND REFINISHING

- A. Carefully remove all splatterings, spots and blemishes caused by work under this section from surfaces throughout the project.

- B. Upon completion of painting work remove all rubbish, paint cans, and accumulated materials resulting from work in each space or room. All areas shall be left in a clean, orderly condition.

- A. Runs, sags, misses, holidays, stains and other defects in the painted surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, or refinished, or repainted as necessary.

3.6 FINISH SCHEDULE

- A. Apply the following finishes to the surfaces specified in section 1.1 of this specification. All intermediate undercoats must be tinted to approximate the final color.

- B. Interior Systems:

- 1. Interior Finish - Flat Wall Paint:

- a. Drywall (Smooth)

- 1st Coat: VINYLASTIC, Interior Pigmented Sealer(W 101)*
 - 2nd Coat: DECOVEL, Velvet Flat Wall Finish (W 401)
 - 3rd Coat: DECOVEL, Velvet Flat Wall Finish (W 401)

- 2. Interior Finish - Semi-Gloss Enamel: DECOGLO, 100% Acrylic Semi-Gloss Enamel (W 450)

- a. Drywall

- 1st Coat: WALLTONE, Flat Wall Finish (W 420)
 - 2nd Coat: SUPER U-365, Enamel Undercoater (E 22-1)
 - 3rd Coat: Semi Gloss as directed

- 3. Interior Finish - Enamel: The following enamel paints are to be used for the final interior enamel paint application as directed on the Finish Schedule and in accordance with the base coats specified in the following Subparagraphs.

- Eggshell Alkyd: ARISTOSHELL, High Perf. Int. Alkyd Eggshell Enamel (71 Series)**

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- Semi-Gloss Alkyd: ARISTOSHEEN Int. Alkyd Semi-Gloss Enamel (72 Series)**
- Gloss Alkyd Enamel: ARISTOGLOSS Interior Alkyd Gloss Enamel (73 Series) **
- Low Sheen Enamel: SUPREMA, Latex Low Gloss Enamel(W 411)

- Eggshell Enamel: DECOSHEEN, Eggshell Latex Enamel(W 440)
- Semi-Gloss Enamel: DECOGLO, 100% Acrylic Semi-Gloss Enamel (W 450)

- Gloss Enamel: PERMAGLOSS, 100% Acrylic Gloss Enamel (W 960)

a. Drywall

- 1st Coat: WALLTONE, Flat Wall Finish (W 420)
- 2nd Coat: SUPER U-365, Enamel Undercoater (E 22-1)
- 3rd Coat: Gloss as directed

* Dunn-Edwards does not recommend VINYLASTIC, Interior Pigmented Sealer (W 101) on drywall where "Prep Coat", "First Coat", or other skim coat type materials have been applied. For enamel finishes, use WALLTONE, Flat Wall Finish (W 420) for the first coat. For flat finishes, use two coats of the flat finish material only.

** YELLOWING OF WHITE AND OFF-WHITE ALKYD ENAMELS MAY OCCUR BECAUSE OF GOVERNMENT REGULATORY LIMITS ON SOLVENT CONTENT. SUBSTITUTION OF LATEX ENAMELS WOULD AVOID THIS PROBLEM, BUT MAY NOT PROVIDE COMPARABLE PERFORMANCE.

*** 2nd coat may be substituted with finish coat.

END OF SECTION

SECTION 10800

WASHROOM ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 RELATED SECTIONS:

- A. Ceramic Tile
- B. Gypsum wallboard systems
- C. Plumbing fixtures

1.3 SUMMARY: Provide and install Toilet Room Accessories as indicated and detailed on the drawings for the public restrooms.

1.4 REFERENCES (including but not limited to)

- A. ANSI A117- 1986 Specifications for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.
- B. UBC - Chapters 11 and 33 Requirements for Handicapped.
- C. Title 24, California Code of Regulations.
- D. ADA, Accessibility Guidelines for Buildings and Facilities, Federal Register Volume 56, Number 144, Rules and Regulations.

1.5 QUALITY ASSURANCE

- A. Manufacturers
 - 1. Model numbers for toilet room accessories manufactured by Bobrick Washroom Equipment, Inc. are listed to establish a standard of quality for design, function, materials, workmanship, and appearance. Other manufacturers may be submitted for evaluation by the architect by following the conditions of the substitutions clause. Unless approval is obtained ten days prior to the bid date, all bids shall be based on the

standard of quality. The architect shall be the sole judge as to the acceptability of all products submitted for substitution.

2. Accessories shall be the products of a single manufacturer. Accessories with tumbler locks shall be keyed alike with the exception of coin boxes in vending equipment.

B. Regulatory Requirements

1. Operation of accessories shall comply with guidelines set forth by the American Disabilities Act, Title III. Documentation and samples to be provided to architect upon request.

1.6 SUBMITTALS:

- A. Submittals shall be required by the architect for the toilet room accessories according to the drawings and these specifications. Alternative products may be submitted for consideration for approval by the Architect. The toilet room accessory contractor shall submit six copies of the specified products or proposed alternatives to the General Contractor for distribution to the Architect. No toilet partitions shall be installed without the stamped approval from the Architect.

Submittals shall include the following:

A. Manufacturer's Data

1. Provide required number copies of:
 - a. Product data sheets.
 - b. Installation instructions.
 - c. Service and parts manual.

B. Samples

1. Upon request submit one sample of each item specified. If more than one manufacturer is specified, submit one sample of each item for architect's review.

1.7 PRODUCT DELIVERY, STORAGE and HANDLING

- A. Deliver items in manufacturer's original unopened protective packaging.

- B. Store materials in original protective packaging to prevent physical damage or wetting.

- C. Handle so as to prevent damage to finished surfaces.

1.8 WARRANTY

- A. Furnish one year guarantee against defects in material and workmanship.

PART 2 - PRODUCTS

2.1 TOILET ROOM ACCESSORIES SCHEDULE

- A. Refer to architectural drawings for all product references, locations and mounting heights.

2.2 MATERIALS

- A. All cabinets shall be constructed of 18-8, type-304 stainless steel.
- B. All waste receptacle shall be constructed of 18-8, type-304 stainless steel or rigid molded leak-proof plastic.
- C. Waste receptacles or cabinets manufactured of type-400 stainless steel are not acceptable.
- D. All tumbler locks to be fastened to accessories with lock nuts. Fastening locks to units with spring clips is not acceptable.

PART 3 -EXECUTION

3.1 INSPECTION

- A. Check wall open for dimensions, plumbness of blocking or frames that would affect installation of recessed accessories. For surface mounted accessories check condition of wall and confirm installation of backing within wall.
- B. Verify spacing of plumbing fixtures and toilet compartments that affect installation of toilet room accessories.

Renovation of the Old Newhall Library

Santa Clarita, Ca.

Aug. 15, 2013

3.2 INSTALLATION

- A. Install accessories at locations and heights indicated, straight, plumb and level and in accordance with manufacturer's installation instructions.
- B. Install items with non-corrosive anchoring devices.
- C. Installation methods shall conform to manufacturers recommendations for backing and proper support.
- D. Conceal evidence of drilling, cutting, and fitting to room finish.
- E. Fit flanges of accessories snugly to wall surfaces.

3.3 ADJUSTMENT AND CLEANING

- A. Upon completion of the work, or when directed, remove all traces of protective coatings or paper.
- B. Adjust accessories for proper operation. Test mechanisms, hinges, locks and latches and where necessary adjust and lubricate.
- C. Clean and polish exposed surfaces prior to final installation.
- D. Deliver accessories schedule, keys, and parts manual as part of project closeout documents. For owner's permanent records, provide two sets of the following items of manufacturer's literature:
 - 1. Technical data sheets of each item used for the project.
 - 2. Service and parts manuals.
 - 3. Name of local representative to be contacted in the event of need of field service or consultation.

END OF SECTION

APPENDIX “A”

Construction Materials Recycling Plan

Disposing of the Materials Generated From Your Project

Temporary Bin and Roll-Off Box

Beginning January 1, 2006, all temporary bin and roll-off box services in the City of Santa Clarita are franchised by the following companies. If you wish to use temporary bin and roll-off box services, you will need to use one of the franchised haulers below.

The following is a list of franchised haulers:

A-V Equipment Rental	(661) 259-2155	24933 San Fernando Road, Santa Clarita
Blue Barrel/Waste Management	(661) 259-2398	25772 Springbrook Avenue, Santa Clarita
Burrtec Waste Industries	(661) 222-2249	26000 Springbrook Avenue, Suite 101, Santa Clarita
Consolidated Disposal Services	(800) 950-0005	12949 Telegraph Rd., Santa Fe Springs
Crown Disposal Co., Inc.	(818) 767-0675	P.O. Box 1081, Sun Valley
Rent-A-Bin	(661) 252-4941	20830 Santa Clara Street, Santa Clarita

Self-Haul

Contractors may self-haul their waste and recyclable materials if they possess a valid California contractor's license for their scope of work. For example, in order for a demolition contractor to self-haul, the demolition contractor shall be licensed with the California State Licensing Board to conduct demolition services.

General contractors that subcontract service shall ensure all subcontractors are either using a City franchised hauler or are eligible to self-haul.

APPENDIX “B”

Labor Compliance Program

**CITY OF
SANTA CLARITA
LABOR COMPLIANCE
PROGRAM**

Effective Date of Approval: November 20, 2003

Updated: January 24, 2012

CITY OF SANTA CLARITA

**LABOR COMPLIANCE PROGRAM
IMPLEMENTATION PLAN & OPERATIONAL MANUAL**

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III. Implementation Plan

IV. Operational Manual

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V. Procedures

- Certified Payroll Verification
- Labor Compliance Site Monitoring

VI. Forms

-

Public Works Contract Award Information (DAS 140)

- Training Funds Contributions (CAC 2)
- Contractor Fringe Benefit Statement
- Certified Payroll Reporting (sample)
- DIR Public Works Payroll Reporting Form A-1-131(2-80)
- Prevailing Wage Determination (sample)
- Rules of Engagement
- Labor Compliance Site Visitation Interview Form
- Site Visitation Log
- Pre-Award Letter (sample)
- Post-Award Letter (sample)
- 1st Request for Certified Payrolls Letter (sample)
- Missing Documents List
- Certified Payroll Worksheet
- Certified Payroll Correction Letter (sample)
- Report of Action for Prevailing Wage Violations

Section I

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM

INTRODUCTION

The City of Santa Clarita (the “City”) institutes this Labor Compliance Program (“LCP”) for the purpose of identifying and implementing its policy relative to the labor compliance provisions of state and federally funded public works contracts.

This program is established for those applicable public works that commence construction after November 1, 2003.

California Labor Code Section 1770, *et seq.*, requires that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This LCP” contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as City policies and contract provisions, which include, but are not limited to, the following:

1. All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.
2. A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
3. Contractors’ payment of applicable general prevailing wage rates.
4. Contractors’ employment of properly registered apprentices.
5. Contractors’ providing weekly certified payroll records upon request but not less than monthly.
6. Program’s monitoring City construction sites for the verification of proper payments of prevailing wage rates and work classification.
7. Program’s conducting pre-job conferences with contractors/subcontractors.
8. Program’s withholding contract payments and imposing penalties for noncompliance.
9. Program’s preparation and submittal of annual reports.
10. Program’s Notice of Labor Compliance Program Approval shall be included in the Call for Bids, in the contract/purchase order and shall also be posted at the job site.

The Labor Compliance Officer (“LCO”) is the City’s representative for enforcement of the LCP. Questions regarding the California Labor Code, including issues relating to this LCP, should be directed to Harry Corder, the City’s Labor Compliance Officer, at (661) 286-4025.

Section II

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM

LABOR COMPLIANCE PROGRAM

CITY OF SANTA CLARITA

LABOR COMPLIANCE PROGRAM

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INTRODUCTION

The City of Santa Clarita institutes this Labor Compliance Program (“LCP”) for the purpose of implementing its policy relative to the labor compliance provisions of state and federally-funded public works contracts and specifically to comply with the provisions of Labor Code Section 1771.5. This LCP contains the labor compliance standards required by state and federal laws, regulations, and directives, as well as City policies and contract provisions.

The California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

In establishing this LCP, the City adheres to the statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, it is the intent of the City to actively enforce this LCP by monitoring City construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on City sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

The failure of the City to comply with any requirement imposed by the California Code of Regulations shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligations imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, the City will modify the affected portions of this program accordingly.

SECTION I
PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

A. Types of Contracts to Which Prevailing Wage Requirements Apply

Applicable projects under Labor Code Section 1720 *et seq.*

B. Applicable Dates for Enforcement of the LCP

The applicable dates for enforcement of awarding body Labor Compliance Programs is established by Title 8, Section 16425 of the California Code of Regulations. Contracts are not subject to the jurisdiction of the Labor Compliance Program until after the program has received approval.

SECTION II
COMPETITIVE BIDDING ON CITY PUBLIC
WORKS CONTRACTS

The City publicly advertises upcoming public works projects to be awarded according to a competitive bidding process. All City bid advertisements (or bid invitations) and public works contracts shall contain appropriate language concerning the requirements of the Labor Code.

SECTION III
JOB START MEETING

After the City awards the public works contract, and prior to the commencement of the work, a mandatory Job Start meeting (Pre-Job conference) shall be conducted by the LCO with the contractor and those subcontractors listed in its bid documents.

At that meeting, the LCO will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the City, and the prohibition against discrimination in employment.

The LCO will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements (presented as Attachment A to this document) and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages (Labor Code Section 1770 *et seq.*); should the project exceed the exemption amounts;
2. The contractor's duty to employ registered apprentices on public works projects under Labor Code Section 1777.5);
3. The penalties for failure to pay prevailing wages (for non-exempt projects) and to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1776, 1777.1, 1777.7 and 1813
4. The requirement to keep and submit copies of weekly certified payroll records to the City, as required under Labor Code Section 1776, and penalties for failure to do so (Labor Code Section 1776(g)); The requirement includes and applies to all subcontractors performing work on City projects even if their portion of the work is less than one half of one percent of the total amount of the contract.
5. The prohibition against employment discrimination under Labor Code Sections 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended;
6. The prohibition against taking or extracting kickback from employee's wages under Labor Code Section 1778;
7. The prohibition against accepting fees for registering any person for public works under Labor Code Section 1779; or for filing work orders on public works under Labor Code Section 1780;
8. The requirement to list all subcontractors that are performing one-half of one percent of the total amount of the contract (Public Contract Code Section 4100 *et seq.*);
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed under Labor Code Section 1021 and

under the California Contractors License Law, found at Business and Professions Code Section 7000, et seq.);

10. The prohibition against unfair competition under Business and Professions Code Sections 17200-17208);
11. The requirement that the contractor and subcontractor be properly insured for Workers' Compensation under Labor Code Section 1861);
12. The requirement that the contractor abide by the federal and state Occupational Safety and Health laws and regulations that apply to the particular public works project;
13. The federal prohibition against hiring undocumented workers, and the requirements to secure proof of eligibility/citizenship from all workers; and
14. The requirements to provide itemized wage statements to employees under Labor Code Section 226.

Certification: I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of (name of subcontractor).

Date

Name of person signing and company

The contractors and subcontractors present at the Job Start meeting will be given the opportunity to ask questions of the LCO relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the contractor's representative, **a representative of each subcontractor**, and the LCO.

At the Job Start meeting, the LCO will provide the contractor with a copy of the City's LCP package which includes: a copy of the approved LCP, the checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

SECTION IV
REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

The contractor and each subcontractor shall maintain payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. Certified Payroll Records on Federally-assisted shall be maintained for a minimum of three years after acceptance of the public work. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of

contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, and actual wages paid.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the City of Santa Clarita LCO, as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor under penalty or perjury pursuant to Labor Code Section 1771.5(b)(3) indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed.

Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets and/or any other records maintained for the purposes of reporting payroll may be requested by the Labor Compliance Officer at any time and shall be provided within 10 days following the receipt of the request.

2. Use of Electronic Reporting Forms

a. Certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically, subject to the following conditions:

- (1) Reports must contain all of the information required by Labor Code Section 1776;
- (2) Information must be organized in a manner that is similar or identical to the Department of Industrial Relations "Public Works Payroll Reporting Form" (Form A-1-131);
- (3) Reports shall be in a format and use software that is readily accessible and available to Contractors, Subcontractors & the District, LCP and the Department of Industrial Relations;
- (4) Reports must be in the form of a non-modifiable image or record: and
- (5) Reports must bear an electronic signature or include a copy of an original certification made on paper or printed out and submitted on paper with an original signature.

b. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Full Accountability

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the trades worker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them; rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done.

The contractor shall make generally available for inspection such records by the Department of Industrial Relations, and shall permit representatives of each to interview tradesworkers during working hours on the project site.

4. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts, that are due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek where required by the Labor Code. The hourly rate for hours worked in excess of 8 hours in a day and 40 hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage determination where required by the Labor Code.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the Project;
2. Request dispatch of apprentices from the applicable Apprenticeship Program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and

3. Contribute to the applicable Apprenticeship Program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an Apprenticeship Program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.
4. Pay properly registered apprentices no less than the prevailing apprentice rate.
6. Pay the regular prevailing wage rate (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ration permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

If the contractor is registered to train apprentices, it shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

The City will inform contractors and subcontractors bidding public works projects about apprenticeship requirements, send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code; and refer complains and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

The Labor Compliance Program shall be responsible for enforcing prevailing wage requirements for apprentices consistent with the practice of the Labor Commissioner.

C. Audit of Certified Payroll Records

An Audit, as defined in the California Code of Regulations, shall be prepared by the Labor Compliance Program whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid workers, and including any penalties to be assessed under Labor Code Section 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to the actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Attachment B, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency.

After the Labor Compliance Program has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these Labor Compliance Program regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the “good faith mistake” factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor’s submission, the Labor Compliance Program reasonable concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program.

D. Complaints

Upon receipt of a written complaint alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, the LCP shall do all of the following:

1. Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name, address, and telephone number of the investigator assigned to the complaint;
2. Within 15 days after receipt of the complaint, provide the affected contractor with the notice required under Labor Code section 1775(c) if the complaint is against a subcontractor;
3. Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the LCP;
4. Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the LCP; and
5. Notify the complaining party in writing at least once every 90 days of the status of a complaint that has been resolved by the LCP but remains under review or in litigation before another entity.

E. Review of Certified Payroll Records

Payroll records furnished by contractors and subcontractors in accordance with section 16421(a)(3) of the California Code of Regulations, and in a format prescribed at section 16401 of Title 8 of the California Code of Regulations, shall be reviewed by the Labor Compliance Program as promptly as practicable after receipt thereof, but in no event more than 30 days after such receipt. “Review” for this purpose shall be defined as inspection of the records furnished to determine if (1) all appropriate data elements identified in Labor Code Section 1776(a) have been reported; (2) certification forms have been completed and signed in compliance with Labor Code Section 1776(b); and (3) the correct prevailing wage rates have been reported as paid for each classification of labor listed thereon, with confirmation of payment in the manner and to the extent described in subpart (f) below.

F. Confirmation of Payroll Records

“Confirmation” of payroll records furnished by contractors and subcontractors shall be defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of “Employer Payments” (as defined at section 16000 of Title 8 of the California Code of Regulations, or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records shall be undertaken randomly for at least one worker for at least one weekly period within that month. Confirmation shall also be

undertaken whenever complaints from workers or other interested persons or other circumstances or information reasonably suggest to the Labor Compliance Program that payroll records furnished by a contractor or subcontractor are inaccurate.

G. Written Summary of Labor Compliance Activities

For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. This summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Attachment H "Suggested Single Project Labor Compliance Review and Enforcement Report Form" is the suggested format.

SECTION V
REPORTING OF WILLFUL VIOLATIONS TO
THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, the LCO will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

- A. Failure to Comply with Prevailing Wage Rate Requirements Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and City contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to tradesworkers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.
- B. Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.
- C. Failure to Submit Certified Payroll Records The contractors and subcontractors shall have ten (10) days upon notification by the LCO in which to comply with the requirement of submittal of weekly and/or to correct inaccuracies or omissions that have been detected.
- D. For Failure to Pay Fringe Benefits Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.
- E. Failure to Pay the Correct Apprentice Rates and/or Misclassification of Workers as Apprentices Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner, as a willful violation, upon completion of an investigation and audit.

- F. For the taking of Kickbacks Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

SECTION VI
ENFORCEMENT ACTION

A. Duty of the Awarding Body

The City of Santa Clarita, as the awarding body having an approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce Labor Code Section 1720 *et seq.* and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of the Labor Commissioner and DLSE and regulations found at Title 8, California Code Regulations, Section 16000 *et seq.*

B. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate

1. "Withhold" means to cease payments by the awarding body, its agents or others who pay on its behalf to the contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
2. "Contracts" except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding;
3. "Delinquent payroll records" means those not submitted on the basis set forth in the City Contract;
4. "Inadequate payroll records" are any one of the following:
 - a. A record lacking the information required by Labor Code Section 1776;
 - b. A record which contains all of the required information but is not certified, or is certified by someone not an agent of the contractor or subcontractor;
 - c. A record remaining uncorrected for one payroll period, after the awarding body has given the contractor notice of inaccuracies detected by audit or record review. However, prompt correction will stop any duty to withhold if such inaccuracies do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401. Prompt correction will stop any duty to withhold if such inaccuracies are *de minimus*.

The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The LCP shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

When contract payments are held under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

C. Withholding Contract Payments When, After Investigation, It Is Established That Underpayment or Other Violation Has Occurred

1. "Withhold and "contracts" have the same meaning set forth in sections 16435(a) and 16435(b) of the California Code of Regulations.
2. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its right Under Labor Code Section 1720.
3. "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of contractor or subcontractor:
 - a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Labor Code Section 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;
 - b. The difference between the amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code Section 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification, or trade in which they were employed and the amounts paid;
 - c. Estimated amounts of "illegal taking of wages"; and
 - d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;
 - e. Estimated penalties under Labor Code Sections 1775, 1776 and 1813.
4. The withholding of contract payments, when after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of the California Code of Regulations.

2. Provisions relating to the penalties under Labor Code Sections 1775, and 1813:
 - a. Pursuant to Labor Code Section 1775, the contractor shall, as a penalty to the City, forfeit up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages.
 - b. Pursuant to Labor Code Section 1813, the contractor shall, as a penalty to the City on whose behalf the contract is awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without payment of 1 ½ times the rate of pay.

D. Forfeitures Requiring Approval by the Labor Commissioner

1. For purposes of this section, “Forfeitures” means the amounts of wages, penalties, and forfeitures assessed by the Labor Compliance Program and proposed to be withheld pursuant to Labor Code Section 1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.
2. If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1,000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner’s receipt of copies of the following: (1) The Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in section 16432(e) of the California Code of Regulations; and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.
3. For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with Section 16437 of the California Code of Regulations (subsection E)

E. Determination of Amount of Forfeiture by the Labor Commissioner

1. Where the LCO requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below:
 - a. Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any of those events occurred, and the amount of funds being held in retention by the Awarding Body;
 - b. Any other deadline which, if missed, would impede collection;
 - c. Evidence of violation, in narrative form;
 - d. Evidence of violation obtained under section 16432 of the California Code of Regulations and a copy of the Audit prepared in accordance with section 16432(e) of the California Code of Regulations setting forth the amounts of unpaid wages and applicable penalties;
 - e. Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation; or that

any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B), the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;

- f. Where the City seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount, pursuant to Labor Code Section 1775(a);
 - g. Where the City seeks only wages or a penalty less than \$200 per calendar day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of its obligation, including the Program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection (f) above and recommended penalty amounts, pursuant to Labor Code Section 1775(a);
 - h. The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and
 - i. Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under section 16425 and 16426 of the California Code of Regulations or whether it has been granted extended approval.
2. The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.
 3. A copy of the recommended forfeiture and the file of report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file of report.

The City may exclude from the documents served on the contractor/subcontractor or surety copies of documents secured from these parties during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.

4. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.
5. The determination of the forfeiture by the Labor Commissioner is effective on the following date: For all Programs other than those having **extended authority under section 16427 of the California Code of Regulations**, on the date Labor Commissioner serves by first class mail on the City of Santa Clarita , on the contractor and on the subcontractor, if any an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification

or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

F. Deposits of Penalties and Forfeitures Withheld

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the City shall deposit penalties and forfeitures into its General Fund.
2. Where collection of fines, penalties, or forfeitures results from court action to which the Labor Commissioner and the City of Santa Clarita are both parties, the fines, penalties, or forfeitures shall be divided between the General Funds of the State and the City of Santa Clarita, as the court may decide.
3. All amounts recovered by suit brought by the Labor Commissioner, and to which the City of Santa Clarita is not a party, shall be deposited in the General Fund of the State of California.
4. All wages and benefits which belong to a worker and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of court action pursuant to Labor Code Section 1775, and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who will deal with such wages and benefits in accordance with Labor Code Section 96.7.

G. Debarment Policy

1. It is the policy of the City that the public works prevailing wage requirements set forth in the California Labor Code, Section 1720-1861, be strictly enforced. In furtherance thereof, construction contractors and subcontractors found to be repeat violators of the California Labor Code shall be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract, within the state of California, for the performance of construction and/or maintenance services for the period not to exceed three (3) years in duration. The duration of the debarment period shall depend upon the nature and severity of the labor code violations and any mitigating and/or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

SECTION VII
NOTICE OF WITHHOLDING AND REVIEW THEREOF

A. Notice of Withholding of Contract Payments

After determination of the amount of forfeiture by the Labor Commissioner, the City shall provide notice of withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body. **A copy of the Notice of Withholding of Contract Payments (NWCP) to be utilized by the City is found as Attachment D to this document.**

B. Review of NWCP

1. An affected contractor or subcontractor may obtain review of a NWCP under this chapter by transmitting a written request to the office of the Labor Compliance Officer (“LCO”) that appears on the NWCP within 60 days after service of the NWCP. If no hearing is requested within 60 days after service of the NWCP, the NWCP shall become final.

2. Within ten days following the receipt of the request for review, the LCO shall transmit to the Office of the Director-Legal Unit the request for review and copies of the Notice of Withholding of Contract Payments, any audit summary that accompanied the notice, and a proof of service or other documents showing the name and address of any bonding company or surety that secures the payment of the wages covered by the notice. **A copy of the required Notice of Transmittal to be utilized by the City is found as Attachment E to this document.**

3. The City may be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

4. Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the LCO at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the LCO subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. **A copy of a Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b) form is found as Attachment F to this document.**

The contractor or subcontractor shall have the burden of proving that the basis for the NWCP is incorrect. The NWCP shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.

Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the LCO. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

The director has adopted regulations setting forth procedures for hearings under this subdivision. **The regulations are found as Attachment G to this document.**

5. An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

6. A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has

property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

7. A judgment entered pursuant to this procedure shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.
8. This procedure shall provide the exclusive method for review of a NWCP by the City to withhold contract payments pursuant to Labor Code Section 1771.7.

C. Settlement Authority

1. If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the City, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.
2. Except in cases where the Labor Commissioner has intervened pursuant to subpart (1) above, the Labor Compliance Program shall have the authority to prosecute, settle, or seek the dismissal of an Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever a Labor Compliance Program settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, the Labor Compliance Program shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

SECTION VIII
PRIORITY DISTRIBUTION OF FORFEITED SUMS

1. Before making payments to the contractor of money due under a contract for public work, the City shall withhold and retain therefrom all amounts required to satisfy the NWCP. The amounts required to satisfy the NWCP shall not be disbursed by the City until receipt of a final order that is no longer subject to judicial review.
2. Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the City shall not disburse any contract payments withheld.
3. From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers employed on the public works project who are paid less than the prevailing wage rate shall have **PRIORITY** over all Stop Notices filed against the prime contractor.
4. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Fund and held in trust for the workers pursuant to Labor Code Section 96.7. Penalties shall be paid into the General Fund of the City that has enforced this chapter pursuant to Labor Code Section 1771.7.

SECTION IX
OUTREACH ACTIVITIES

To ensure the successful implementation of the City's Labor Compliance Program, there shall be several outreach activities initiated and maintained.

A. Providing Information to the Public

The Labor Compliance Officer shall be responsible for communication and outreach activities relative to public information on the City's Labor Compliance Program:

1. Regular presentations to contractors at all City Job Walk Meetings (Pre-Bid conferences) and Job Start Meetings (Pre-Job conferences);
2. Ongoing communication via correspondence and with workers at the City's job sites when review of the certified payroll records reveals the possibility of prevailing wage violations.
3. Periodic meetings with contractor organizations, prime contractors and subcontractors interested in public works contracting with the City.

B. In-service Management training on the Labor Compliance Program

The Labor Compliance Program shall provide ongoing management in-servicing and workshops for Facilities, Business, Accounting and legal staff relative to the terms, requirements and administration of the Labor Compliance Program.

SECTION X
ANNUAL REPORTS

A. Annual Report on Prevailing Wage Monitoring to the City Council

The Labor Compliance Program Officer shall submit to the Director an annual report on its operation within 60 days after the close of its annual reporting period. For purposes of this section, the annual reporting period shall be deemed to commence on July 1 and shall conclude on June 30 of the fiscal year. Annual Reports are due to the Department of Industrial Relations by no later than August 31 and shall be completed on form LCP-AR2. Information in the Annual Report shall be reported in sufficient detail to afford a basis for evaluation the scope and level of enforcement activity of the Labor Compliance Program. An annual report shall also include such additional information as the Labor Compliance Program may be required to report as a condition of its approval.

ATTACHMENT A

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM

**CHECKLIST OF LABOR LAW REQUIREMENTS
FOR REVIEW AT JOB START MEETINGS**

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates
The contractor's duty to pay prevailing wages (Labor Code Section 1770 *et seq.*); should the project exceed the exemption amounts;
2. Apprentices
The contractor's duty to employ registered apprentices on public works projects under Labor Code Section 1777.5);
3. Penalties
The penalties for failure to pay prevailing wages (for non-exempt projects) and to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1776, 1771.1 1777.7 and 1813;.
4. Certified Payroll Records
The requirement to keep and submit copies of weekly certified payroll records to the City, as required under Labor Code Section 1776, and penalties for failure to do so (Labor Code Section 1776(g)); The requirement includes and applies to all subcontractors performing work on City projects even if their portion of the work is less than one half of one percent of the total amount of the contract.

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

Employee payroll records shall further be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or to his or her authorized representative on request pursuant to Labor Code Section 1776.

The final certified payroll record submitted by the contractor and subcontractors shall be marked "final."

Contractors and subcontractors shall maintain their certified payrolls on a weekly basis and shall submit said payrolls weekly to the LCO. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated "No Work" for that week.

5. Nondiscrimination in Employment
The prohibition against employment discrimination under Labor Code Sections 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended;
6. Kickback Prohibited

The prohibition against recapturing wages illegally or extracting kickback from employee's wages under Labor Code Section 1778;

7. Acceptance of Fees Prohibited

The prohibition against accepting fees for registering any person for public works under Labor Code Section 1779; or for filing work orders on public works under Labor Code Section 1780;

8. Listing of Subcontractors

The requirement to list all subcontractors that are performing one-half of one percent of the total amount of the contract (Public Contract Code Section 4100 *et seq.*);

9. Proper Licensing

The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000, *et seq.*);

10. Unfair Competition Prohibited

The prohibition against unfair competition under Business and Professions Code Sections 17200-17208);

11. Workers' Compensation Insurance

The requirement that the contractor and subcontractor be properly insured for Workers' Compensation under Labor Code Section 1861);

12. OSHA

The requirement that the contractor abide by the federal and state Occupational Safety and Health laws and regulations that apply to the particular public works project;

13. Undocumented Workers

The federal prohibition against hiring undocumented workers, and the requirements to secure proof of eligibility/citizenship from all workers; and

14. Itemized Wage Statements

The requirements to provide itemized wage statements to employees under Labor Code Section 226.

Certification: I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of (name of subcontractor).

Date

Name of person signing and company

ATTACHMENT B
CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM OFFICE

LABOR COMPLIANCE PROGRAM
AUDIT RECORD WORKSHEETS
(For Use with Title 8 CCR Section 16432 Audits)

- Public Works Investigation Worksheet
- Public Works Audit Worksheet
- Prevailing Wage Determination Summary

PREVAILING WAGE DETERMINATION SUMMARY

CODE NO.	CLASSIFICATION	HOURLY		TRAINING	HOLIDAY / TRAVEL & SUNDAY	SUBSISTENCE	Other hourly Requirements
		Effective Date	Rate				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

WAGE DETERMINATION INFORMATION

CODE NO.	CLASSIFICATION	WAGE DETERMINATION NO.
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

ATTACHMENT C

Labor Compliance Program Regulations (referred to as Appendix D)

REQUEST FOR APPROVAL OF FORFEITURE -- Suggested format

1. CITY OF SANTA CLARITA LCP:

Name and Contact Information:	Date of Request:
Name and Contact Information for Awarding Body if different from LCP:	LCP Approval Status (specify if either interim or temporary or if LCP has extended authority):

2. PROJECT INFORMATION:

Project Name:	Contract Number:
Project Location:	
Bid Advertisement Dates:	Estimated Date Project is to be completed:
Acceptance Date of Project by the Awarding Body:	Notice of Completion/Date Recorded with County Recorder:
Other Relevant Deadline (specify):	Amount being held in Retention:

3. CONTRACTOR INFORMATION:

Name and address of Affected Contractor:	Name and address of Affected Subcontractor:
General Description of Scope of Work of the Entire Project:	
General Description of Scope of Work covered in the proposed Forfeiture (describe and attach relevant portions of contract or subcontract):	

4. LABOR COMPLIANCE PROGRAM INVESTIGATION AND FINDINGS:

Total Amount of Request for Notice of Withholding of Contract Payments:			
Wages Due:	Training Funds Due:	Total Penalties Due:	Potential Liquidated Damages [Wages + Training Funds]:
LC 1775 Penalties Due:	LC 1813 Penalties Due:	LC 1776 Penalties Due:	Other:

[Provide narrative summaries covering the following]:

A. Statement of Issues.

B. Investigative Report (detailed narrative including but not limited to how the investigation was conducted including worker declarations, reviewing certified payroll records, verification of employer payment contributions, etc.).

C. Audit Report (detailed explanation of how audit was completed addressing each of the issues above).

D. Affected contractor and subcontractor information (how affected contractor and subcontractor were informed of potential violations; summary of their response with respect to violations and penalty issues; and any other information considered in determining recommended penalties).

E. Recommended penalties under Labor Code Section 1775(a) and basis for recommendation, including how factors in subsection (a)(2) of Section 1775 were applied to arrive at the recommended amount(s).

ATTACHMENTS

1. Audit Summary (Appendix B)
2. 1st Bid Advertisement Publication
3. Notice of Completion
4. Scope of Work
5. Complaint form(s) and Declarations, if any

Send the Request and all Attachments to:

Division of Labor Standards Enforcement
 Bureau of Field Enforcement
 Attn.: Regional Manager
 300 Oceangate Blvd., No. 850
 Long Beach, CA 90802

COPIES OF THIS REQUEST, INCLUDING ALL ATTACHMENTS, SHALL BE SERVED ON THE AFFECTED CONTRACTOR AND AFFECTED SUBCONTRACTOR AT THE SAME TIME THAT IT IS SENT TO THE DIVISION OF LABOR STANDARDS ENFORCEMENT.

ATTACHMENT D-1

[Name and Contact Information for person issuing Notice]	
Date:	Case or Contract No.:

NOTICE OF TEMPORARY WITHHOLDING OF CONTRACT PAYMENTS DUE TO DELINQUENT OR INADEQUATE PAYROLL RECORDS (8 CCR §16435)

Awarding Body:	Work performed in County of:
Project Name and Number (if any):	
Prime Contractor:	
Subcontractor:	

Pursuant to Labor Code §1771.5(b)(5) and 8 CCR §16435, contract payments are being withheld due to delinquent or inadequate payroll records.

Contractor or subcontractor whose payroll records are delinquent or inadequate:

The following payroll records are delinquent (specify weeks and due dates):

The following payroll records are inadequate (specify weeks and ways in which records are deemed inadequate under 8 CCR §16435(d)):

Estimated amount of contract payments due to contractor or subcontractor that are being withheld pursuant to this Notice:

See page 2 for additional information, including appeal rights.

 Labor Compliance Officer

Prime Contractor Obligations: If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

Notice of Right to Obtain Review – Expedited Hearing

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

[Name of Labor Compliance Officer,
address, and fax number]

Office of the Director – Legal Unit
Attention: Lead Hearing Officer
Expedited Hearing Request
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

Important Additional Information: This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

ATTACHMENT D-2

<p>Labor Compliance Program</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>(SEAL)</p>
<p>Date: _____</p>	<p>In Reply Refer to Case No.:</p>

Notice of Withholding of Contract Payments

<p>Awarding Body _____</p>	<p><input type="checkbox"/> Work Performed in County of _____</p>
<p>Project Name _____</p>	<p><input type="checkbox"/> Project No. _____</p>
<p>Prime Contractor _____</p>	
<p>Subcontractor _____</p>	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, the Labor Compliance Program for _____ (A Labor Compliance Program) has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor identified above. In accordance with Labor Code Sections 1771.5 and 1771.6, the Labor Compliance Program hereby issues this Notice of Withholding of Contract Payments.

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

The Labor Compliance Program has determined that the total amount of wages due is: \$ _____

The Labor Compliance Program has determined that the total amount of penalties assessed under Labor Code Sections 1775 and 1813 is: \$ _____

The Labor Compliance Program has determined that the amount of penalties assessed under Labor Code Section 1776 is: \$ _____

LABOR COMPLIANCE PROGRAM

By: _____

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code Sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program

Review Office-Notice of Withholding of Contract Payments

A **Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code Section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code Section 1743.

In accordance with Labor Code Section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Opportunity for Settlement Meeting

In accordance with Labor Code Section 1742.1 (b), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding the notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to _____ at the following address:

Liquidated Damages

In accordance with Labor Code Section 1742.1, after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If the notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing the assessment or notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there shall be no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

The Amount of Liquidated Damages Available Under this Notice is \$_____.

Distribution:

Prime Contractor
Subcontractor
Surety(s) on Bond

Attach:

Audit Summary
Proof of Service

ATTACHMENT E

<p>LABOR COMPLIANCE PROGRAM</p> <hr/> <p>Review Office - Notice of Withholding of Contract Payments</p> <hr/> <hr/> <hr/> <p>Phone: Fax:</p>	<p>(SEAL)</p>
<p>Date:</p>	<p>In Reply Refer to Case No.:</p>

Notice of Transmittal

To: Department of Industrial Relations
Office of the Director-Legal Unit
Attention: Lead Hearing Officer
P. O. Box 420603
San Francisco, CA 94142-0603

Enclosed herewith please find a Request for Review, dated _____, postmarked _____, and received by this office on _____.

Also enclosed please find the following:

- ___ Copy of Notice of Withholding of Contract Payments
- ___ Copy of Audit Summary

LABOR COMPLIANCE PROGRAM

By: _____

cc: Prime Contractor
Subcontractor
Bonding Company

Please be advised that the Request for Review identified above has been received and transmitted to the address indicated. Please be further advised that the governing procedures applicable to these hearings are set forth at Title 8, California Code of Regulations Sections 17201-17270. These hearings are **not** governed by Chapter 5 of the Government Code, commencing with Section 11500.

ATTACHMENT F

<p>LABOR COMPLIANCE PROGRAM</p> <hr/> <p>Review Office - Notice of Withholding of Contract Payments</p> <hr/> <hr/> <hr/> <p>Phone: Fax:</p>	<p align="center">(SEAL)</p>
<p>Date:</p>	<p>In Reply Refer to Case No.:</p>

Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b)

To: Prime Contractor

Subcontractor

Please be advised that this office has received your **Request for Review**, dated _____, and pertaining to the Notice of Withholding of Contract Payments issued by the Labor Compliance Program in Case No. _____.

In accordance with Labor Code Section 1742(b), this notice provides you with an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review, and the procedures for reviewing such evidence.

Rule 17224 of the Prevailing Wage Hearing Regulations provides as follows:

A(a) Within ten (10) days following its receipt of a Request for Review, the Enforcing Agency shall also notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the Enforcing Agency at the hearing of the Request for Review.

(b) An Enforcing Agency shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the Enforcing Agency during normal business hours; or if (2) the Enforcing Agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor.

(c) The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the Enforcing Agency intends to present, either in person at the hearing or by declaration or affidavit. This provision shall not be construed as requiring the Enforcing Agency to prepare or provide any separate listing of witnesses whose identities are disclosed within the written materials made available under subpart (a).

(d) The Enforcing Agency shall make evidence available for review as specified in subparts (a) through (c) within 20 days of its receipt of the Request for Review; *provided that*, this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The Enforcing Agency's failure to make evidence available for review as required by Labor Code Section 1742(b) and this Rule, shall preclude the enforcing agency from introducing such evidence in proceedings before the Hearing officer or the Director.

(e) This Rule shall not preclude the Enforcing Agency from relying upon or presenting any evidence first obtained after the initial disclosure of evidence under subparts (a) through (d), *provided that*, such evidence is promptly disclosed to the affected contractor or subcontractor. This Rule also shall not preclude the Enforcing Agency from presenting previously undisclosed evidence to rebut new or collateral claims raised by another party in the proceeding.

In accordance with the above Rule, please be advised that the Labor Compliance Program's procedure for you to exercise your opportunity to review evidence is as follows:

Within five calendar days of the date of this notice, please transmit the attached Request to Review Evidence to the following address:

Attention: _____

Request to Review Evidence

To: _____

From: _____

Regarding Notice of Withholding of Contract Payments Dated _____

Our Case No.: _____

The undersigned hereby requests an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing on the Request for Review.

Phone No.: _____
Fax No.: _____

ATTACHMENT G

PREVAILING WAGE HEARING REGULATIONS

SEE CALIFORNIA CODE OF REGULATIONS

TITLE 8, CHAPTER 8, SUBCHAPTER 6

(SECTIONS 17201 through 17270)

ATTACHMENT H

Suggested Single Project Labor Compliance Review and Enforcement Report Form
[Appendix C following 8 CCR §16434]

Awarding Body: _____

Project Name: _____

Name of Approved Labor Compliance Program: _____

Bid Advertisement Date: _____

Acceptance Date: _____

Notice of Completion Recordation Date: _____

Summary of Labor Compliance Activities

1. Contract Documents Containing Prevailing Wage Requirements (Identify)

2. Prejob Conference(s) -- Attach list(s) of attendees and dates

3. Notification to Project Workers of Labor Compliance Program's Contact Person. (Explain Manner of Notification for each project work site.)

4. Certified Payroll Record Review

- a. CPRs Received From:

<u>Contractor/Subcontractor</u>	<u>For weeks ending ("w/e") through w/e</u>
---------------------------------	---

_____	_____
_____	_____
_____	_____
_____	_____

b. Classifications identified in CPRs and applicable Prevailing Wage Determinations

<u>Classification</u>	<u>Determination No.</u>
_____	_____
_____	_____
_____	_____
_____	_____

5. Further investigation or audit due to CPR review, information or complaint from worker or other interested person, or other reason:

a. Independent Confirmation of CPR Data

<u>Contractor/Subcontractor</u>	<u>Worker Interviews (Yes/No)</u>	<u>Reconciled CPRs with Pay-checks or Stubs (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Employer Payments (Health & Welfare, Pension, Vacation/Holiday) Confirmation

<u>Contractor/Subcontractor</u>	<u>Recipients of Employer Payments</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. Contributions to California Apprenticeship Council or Other Approved Apprenticeship Program

<u>Contractor/Subcontractor</u>	<u>Recipients of Contributions</u>	<u>Written confirmation Obtained (Yes/No)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Additional Wage Payments or Training Fund Contributions Resulting from Review of CPRs

<u>Contractor/Subcontractor</u>	<u>Additional amounts Paid to Workers</u>	<u>Additional Training Fund</u>	<u>Explanation</u>
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*
_____	_____	_____	*

* Use separate page(s) for explanation

6. Complaints Received Alleging Noncompliance with Prevailing Wage Requirements.

<u>Name of Complainant</u>	<u>Date Received</u>	<u>Resolution or Current Status</u>
_____	_____	*
_____	_____	*
_____	_____	*
_____	_____	*

*Use separate page(s) to explain resolution or current status

7. Requests for Approval of Forfeiture to Labor Commissioner

<u>Contractor/Subcontractor</u>	<u>Date of Request</u>	<u>Approved/Modified/Denied</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Litigation Pending Under Labor Code Section 1742

<u>Contractor/Subcontractor</u>	<u>DIR Case Number</u>
_____	_____
_____	_____
_____	_____

9. (Check one): _____ Final report this project _____ Annual report this project

Authorized Representative for Labor Compliance Program

Section III

CITY OF SANTA CLARITA

LABOR COMPLIANCE PROGRAM OFFICE

Implementation Plan

Section III

IMPLEMENTATION PLAN

- Labor Compliance Officer or designee receives construction contract awards/work schedules from the Parks, Recreation and Community Services, Field Services and Engineering Departments.
- Labor Compliance Officer prepares and electronically issues project specific DAS 13/PW-100 form to the Department of Industrial Relations
- Labor Compliance Officer or designee participates in job-start meeting.
- Labor Compliance Officer provides site monitors with work schedules.
- Site monitors, both City employees and others, conduct interviews and return interview sheets to Labor Compliance Officer.
- Labor Compliance Officer or designee enters information from interviews into database.
- Labor Compliance Officer or designee verifies information from certified payroll records.
- Labor Compliance Officer notifies contractor in writing of any discrepancies with certified payroll records.
- If clarification/correction is not received from the contractor within 10 days, Labor Compliance Officer will commence an investigation.
- Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
- Labor Compliance Officer prepares and submits public works violation reports to Labor Commissioner as required.
- Labor Compliance Officer communicates on a regular basis with contractors, workers, building and trade organizations, and other community entities and in-service management to City personnel.
- Labor Compliance Officer prepares and submits annual program reports to the Santa Clarita City Council, and the Director of the Department of Industrial Relations.
- Labor Compliance Officer manages all facets and is the primary contact for the City's Labor Compliance Program.
- Labor Compliance Officer provides non-City site monitors with site visitation training and assigns projects when applicable.

Section IV

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM OFFICE

Operational Manual

SECTION IV

OPERATION MANUAL

Site Visitations

Representatives of the Labor Compliance Program shall conduct in-person inspections at the site or sites at which the contract for public work is being performed (“On-Site Visits”). On-Site Visits may be undertaken randomly or as deemed necessary by the Labor Compliance Program, but shall be undertaken during each week that workers are present at sites at which the contract for public work is being performed. All On-Site Visits shall include visual inspection of (1) the copy of the determinations of the Director of Industrial Relations of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2, and (2) the Notice of Labor Compliance Program Approval required to be posted at the job site in accordance with Section 16429 of the of the California Code of Regulations, listing a telephone number to call for inquiries, questions, or assistance with regard to the Labor Compliance Program. On-Site Visits may include other activities deemed necessary by the Labor Compliance Program to independently corroborate prevailing wage payments reported on payroll records furnished by contractors and subcontractors.

1. Safety is the paramount factor for any site visit to any City of Santa Clarita construction projects. Do not enter any area that appears unsafe. Site monitor is expected to exercise reasonable caution at all times.
2. All authorized personnel visiting any City of Santa Clarita construction site are required to be properly identified as a City representative by wearing visible picture ID’s (badge), or identifying themselves as such. Additionally, all authorized personnel are required to wear hard hats and safety shoes.
3. Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers’ time for interview purposes.
4. Upon arrival at a site, the site monitor will check in at the site superintendent’s (contractor’s) trailer prior to any interviewing. In the event there is not a construction trailer, you will check in at the site’s administrative office. Identify yourself and state the purpose of the visit. Sign in if required to do so. If the site superintendent cites some reason that denies access to the site, promptly and politely remove yourself. Make a note of this occurrence and include in your report to the LCO.
5. Check to see that the following are displayed in the contractor’s trailer:
 - Prevailing wage Determinations are posted
 - Notice of Labor Compliance Program Approval
 - Sign-in Log
 - Listing of subcontractors on site

If any of these items are not readily visible, remind the contractor that these postings are part of the contractual requirements. On subsequent visits, make sure that these items are posted, or the contractor will be found to be in noncompliance.

6. There will be times when the site superintendent is somewhere on the site and/or there is no contractor present in the trailer. You should check in at the City’s Inspector of Record (IOR) trailer. The IOR will also be able to tell you which contractors are on the site at that time. If all trailers are empty or locked, try to locate the site superintendent or IOR on the site prior to commencing interviewing.

Interviewing

1. Once you have checked in with the site superintendent and obtain access to the site, try to locate tradespersons working in clusters. For instance, several painters, electricians, roofers, etc. working in one area. Approach the workers individually in a non-threatening, professional manner. Identify yourself, indicate that you are City's representative, and that you need only a few seconds of their time to ask some very generic questions to ensure that they are receiving the proper rate of pay for the type of work they are doing. Again, do not endanger yours or any tradesperson's safety in conducting these interviews. Do not insist that someone on a scaffold 40 feet in the air come down for an interview. Do not ask anyone to form a line until you can get to them; allow them to continue working until you can get to them individually.

These interviews are random; two or three tradespersons for each subcontractor are more than sufficient for one visit. Any persons missed are usually picked up on the next visit. If only one tradesperson is at the site, then interview that person if possible. If you are told that the rest of the crew will be there in an hour, do not wait, unless your total site interviewing will take that length of time. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. Contractor tradesperson should also be interviewed.

2. Using the Labor Compliance Site Visitation Interview form, ask each person the following: name, social security number, employer, title (trade), rate of pay, and task being performed at the time of interview.
3. Should someone decline to speak with you, respect those wishes. If someone asks if this is union-related, tell them no. The City of Santa Clarita works with both open and closed shop trades.
4. If you try to interview someone who does not speak English and you cannot communicate in the appropriate language, try to locate a coworker who can interpret for you. If you find an entire crew unable to speak English and no interpreter, include this in your report to the LCO.
5. If someone refuses to disclose his social security number to you, respect those wishes. However, assure that person that all information given is kept strictly confidential.
6. If someone does not know their rate of pay (most tradespersons don't know), ask for a guesstimate. If the response is, "whatever prevailing wage is", so indicate on the form.
7. If someone indicates that he is an apprentice, make sure that you ask him what period. These can be anywhere from 1st to 10th. If he's not sure, ask him how many years he's been apprenticed in the specific trade and/or to guesstimate and so indicate on the interview form.
8. ALWAYS thank them for their time.
9. Keep in mind that you are there to collect information only, do not tell them how to do their jobs. Should you witness what you consider a potentially unsafe or unwarranted condition, you are to contact the site inspector or job superintendent of your findings immediately and make a note on your site visitation log of what you observed. Upon your return to the office, report your findings to the LCO.

Reporting

1. All original interview forms shall be submitted to the LCO no later than the end of each workweek.

Section V

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM OFFICE

Procedures

SECTION V

PROCEDURES

Certified Payroll Verification Procedures

1. The Parks, Recreation and Community Services, Field Services and Engineering Departments will provide the Labor Compliance Officer with construction work schedules.
2. Upon receipt of weekly certified payroll reports from general/subcontractors, compare information from the Labor Compliance visitation log to the contractors certified payroll and the prevailing wage schedule.
3. Compare name and social security number with trade classification listed.
4. Ensure prevailing wage listed is correct for the classification listed using the prevailing wage schedule
5. Check for employment of apprentices, correct rate of pay, and proper ratio to journey workers.
6. Contact the contractor in writing and send by certified mail any inaccuracies in the verification of its certified payroll.
7. If clarification/correction is not received within ten (10) days from the contractor, the Labor Compliance Officer will commence an investigation.
8. Upon completion of the investigation, a report will be sent to the Department of Industrial Relations with recommendations for penalties to be applied to the contractor.
9. Retain all original interview forms and annotate the database as applicable.

Site Monitor Procedures

1. Receive construction site work schedule from Labor Compliance Officer.
2. Check in with site administrative office/site superintendent
3. Utilizing the Labor Compliance Site Visitation Interview form, conduct interviews with workers.
4. Note on your form any infractions you may observe while conducting the interview.
5. Return interview form to the Labor Compliance Officer.
6. Report any infractions you observed to the Labor Compliance Officer.

Section VI

CITY OF SANTA CLARITA
LABOR COMPLIANCE PROGRAM

Forms

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**

Department of Industrial Relations
P.O. Bo 420603
San Francisco, CA 94142

Please use a separate form for each jobsite, listing the occupations for the jobsite. One check, payable to the California Apprenticeship Council, may be submitted for all jobsites and/or occupations. Training fund contributions are not accepted by the California Apprentice Council for federal public works projects, or for non-apprenticable occupations such as laborers, utility technicians, teamsters, etc.

TRAINING FUND CONTRIBUTIONS

California Apprenticeship
Council

Name and Address of Contractor/Subcontractor making Contribution	Contractor's License Number
	Contract or Project Number
Name and Address of Public Agency Awarding Contract	Jobsite Location (Including County)
	Period Covered by Contribution

Classification(s) or Workers (Carpenter, Plumber, Electrician, Etc.)	Hours	Cont. Rate per Hour	Amount

Signature	Date
Title	Area Code & Telephone Number

CAC 2

CITY OF SANTA CLARITA CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:
-------------------------	--------------------	---------------

Contractor / Subcontractor Name:	Business Address:
----------------------------------	-------------------

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training and/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Classification:	Effective Date:	Subsistence or Travel Pay: \$ _____
-----------------	-----------------	--

FRINGE BENEFITS	Health & Welfare	\$ _____	PAID TO: Name: _____	Address: _____
	Pension	\$ _____	PAID TO: Name: _____	Address: _____
	Vacation/ Holiday	\$ _____	PAID TO: Name: _____	Address: _____
	Training And/or Other	\$ _____	PAID TO: Name: _____	Address: _____

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
---------------------------------------	------------------

Name of Contractor: ABC Lighting Company
or Subcontractor:

Business Address: 123 Main Street Santa Clarita Ca 92222

Contractor's License#: 00-111-2222
Worker's Compensation Policy# 99-888-77

Hours Worked Each Day							
Day & Date	M	T	W	TH	F	S	S

S = Straight Time O = Overtime SDI = State Disability Insurance
*Other = Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed.

Employee's Name, Address and Social Security Number	# of withholding exemptions	Work Classification	Hours Worked Each Day							Total Hours	Rate of Pay	Gross Amount Earned	
			M	T	W	TH	F	S	S			This Project:	All Projects:

John Smith 444 5 th Avenue Santa Clarita CA 92111 444-55-6666	S-4	Fixture Cleaner	8	8							S	16	11.50	This Project: 184.00			
											O			All Projects: 725.00			
			Deductions, Contributions and Payments											Net Wages Paid for Week: 168.63		Check	12345
			Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation /Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/ Subs.	Savings	Other*	Total Deductions	
0	14.08	0	1.29										15.37				

Juan Gomez 1212 Main Street Santa Clarita, CA 95555 555-66-9999	M-3	Fixture Cleaner	8	8	8				8			S	40	12.00	This Project: 480.00		
											O	All Projects: 936.00					
			Deductions, Contributions and Payments											Net Wages Paid for Week: 409.58		Check	12346
			Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation /Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/ Subs.	Savings	Other*	Total Deductions	
29.00	36.72	1.34	3.36										70.42				

			M	T	W	TH	F	S	S									
			Deductions, Contributions and Payments											Net Wages Paid for Week:		Check		
			Federal Tax	FICA Soc Sec	State Tax	SDI	Vacation /Holiday	Health & Welfare	Pension	Training	Fund Admin	Dues	Travel/ Subs.	Savings	Other*	Total Deductions		

I, Mary Jones, the undersigned, am Payroll Clerk with the authority to act for and on behalf of ABC Lighting, certify under penalty of perjury that the records or copies thereof submitted and consisting of 1 are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: 6/30/00 Signature: _____ Page 1 of 1

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CARPENTER

DETERMINATION: SD-23-31-4-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: June 30, 2000** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Contra Costa County

CLASSIFICATION (JOURNEYPELSON)	Basic Hourly Rate	Health and Welfare	Employer Payments			Straight-Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday a 1 1/2X	Sunday and Holiday
ENGINEERING CONSTRUCTION										
Carpenter (Heavy and Highway work)	\$25.25	2.30	1.01	2.72 b	.30	8	31.58	44.205	44.205	56.83
Light Commercial	20.40	2.30	1.01	2.72 b	.30	8	26.73	36.93	36.93	47.13
Bridge Carpenter (Highway work)	25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
Millwright	25.75	2.30	1.01	2.72 b	.30	8	32.08	44.955	44.955	57.83
Pile Driver	25.38	2.30	1.01	2.72 b	.30	8	31.71	44.40	44.40	57.09
Diver, Wet (up to 50 ft. depth)cd	55.76 117.85	2.30	1.01	2.72 b	.30	8	62.09	89.97	89.97	
Diver, Standby	28.38	2.30	1.01	2.72 b	.30	8	34.71	48.90	48.90	63.09
Diver's Tender	27.38	2.30	1.01	2.72 b	.30	8	33.71	47.40	47.40	61.09

DETERMINATION: SD-23-31-4-2000-1A

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: July 1, 2000** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Santa Clarita County

BUILDING CONSTRUCTION

Carpenter	\$23.40	2.30	1.01	2.17 b	.30	8	29.18	40.88	40.88	52.58
Light Commercial	18.72	2.30	1.01	2.17 b	.30	8	24.50	33.86	33.86	43.22

DETERMINATION: SD-31-741-1-2000-1

ISSUE DATE: FEBRUARY 22, 2000

EXPIRATION DATE OF DETERMINATION: May 31, 2000* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Santa Clarita County.

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments			Straight-Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday a 1 1/2X	Sunday and Holiday
Terrazzo Installer	\$29.55	2.30	1.01	1.72 b	-	8	34.58	49.355	49.355	64.13
Terrazzo Finisher	23.05	2.30	1.01	1.72 b	-	8	28.08	39.605	39.605	51.13

Indicates an apprenticeable craft. Rates for apprentices are available in the General Prevailing Wage Apprentice Schedules. a Saturday in the same workweek may be worked at straight-time rate for the first 8 hours if the employee was unable to complete the 40 hours during the normal workweek. b Includes supplemental dues. c Shall receive a minimum of 8 hours pay for any day or part thereof. a For specific rates over 50 ft. depth, contact the Division of Labor Statistics and Research.

DESCRIPTION:

Engineering Construction

Refers to construction which requires a Class A license and includes bridges, highways, dams and also power plants and other heavy industrial type projects.

Building Construction

Requires a Class B license and includes non-residential buildings (such as hospitals, government buildings, public schools) and commercial buildings (with the exception of industrial buildings).

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

CITY OF SANTA CLARITA
LABOR COMPLIANCE SITE VISITATION INTERVIEW FORM
FORMA DE INTREVISTA DEL SITIO SOBRE CONDECENCIA LABORARIA

SITE NAME: _____ DATE _____
SITIO: _____ FECHA: _____

PROJECT NAME: _____

CONTRACT #: _____ Interior / Exterior (circle)

CONTRACTOR: _____
CONTRANTE: _____

SUBCONTRACTOR: _____
SUBCONTRATANTE _____

Person Interviewed: _____
Nombre de Persona Entrevistada

S/S Number _____ / _____ / _____
Numero de Seguro Social

Position Title: _____
Possion O Titulo del Entrevistado

Task Being Performed at Time of This Interview: _____
Clase de Labor Desenpenando al Tiempo de Entrevista

Hourly Pay Rate: \$ _____
Salario Horario

OBSERVATIONS:

Site Inspector: _____ Telephone _____

Project Superintendent: _____ Telephone _____

Total number of workers observed on the visit: _____

Type of work observed: _____

Type of workers observed: _____

Was the worker believable? Yes No

Did the superintendent or foreman accompany you on the site? Yes No

Explain additional information received from the worker: _____

Interview Conducted by: _____

CITY OF SANTA CLARITA

July 21, 2000

Certified Mail

Mr. John Doe
ACME Painting
13414 Labor Street
Los Angeles, CA 90605

Sample
Pre Award Letter

Dear Mr. Doe:

The City of Santa Clarita has identified your firm as the apparent low bidder for Contract #90-225 Portable Contract Moving Services and has scheduled board approval of a contract requiring your compliance with Division 2 Part 7 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the certified weekly payroll to the LCO. The Labor Code requires, prior to the start of work, that a person qualified to certify documents for your firm attend a review meeting with the awarding body concerning the Labor Code prevailing wage laws.

The LCO is formally requesting the appearance of the certifying person for the code review, the submittal of the required weekly certified payroll records or nonperformance reports, and the monthly submittal of employment utilization reports, all identified in the contract general conditions.

This request is made pursuant to, and authorized by, California State Labor Code Section 1776(b) (2), which states, "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations" and California Code of Regulations Section 16430 (a) (2).

The goal of the LCO is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the State's Labor Code.

Please call the City of Santa Clarita's Labor Compliance Officer at (661) 286-4025 to set an appointment and receive the necessary forms prior to the start of your project.

Respectfully,

Harry Corder
Labor Compliance Officer

CITY OF SANTA CLARITA

July 27, 2000

Certified Mail

Jane Doe
ACME Flooring
8320 Camino Santa Fe
Santa Clarita, CA 92121

Sample
Post Award Letter

Dear Ms. Doe:

The City of Santa Clarita has awarded your firm a contract requiring your compliance with Part 7, chapter 1 of the California Labor Code. This will require the payment of prevailing wages to all workers employed on the project and the reporting of the weekly payroll to the City's Labor Compliance Officer.

The Labor Code requires, prior to the start of work, that a person qualified to sign and certify for your firm attend a review with the awarding body of the Labor Code prevailing wage laws.

The Labor Compliance Officer goal is to provide the necessary information, assistance, forms and procedures to allow your project to move forward on schedule and in compliance with the State's Labor Code.

Please call the City of Santa Clarita's Labor Compliance Officer at (661) 286-4025 to set an appointment and receive the necessary forms prior to the start of your project.

Respectfully,

Harry Corder
Labor Compliance Officer

CITY OF SANTA CLARITA

March 23, 2000

Certified Mail

John Doe
ACME Construction Co.
3170 Labor Street
Vista, CA 92083-8318

Sample
1st Request for
Certified Payrolls

Mr. Doe:

The City of Santa Clarita's Labor Compliance Officer is formally requesting copies of Certified Payroll Records and Monthly Utilization Reports for the modernization of Cubberly, Jones and Fletcher schools. We are requesting the records from the beginning of the project through project completion for your firm and all subcontractors.

This request is made pursuant to, and authorized by, California State Labor Code Section 1776 (b) (2) and Section 1776 (g) (3) and the contract general conditions requiring weekly employee payments and weekly certified payroll submittals.

Labor Code Section 1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code 1776 (g) (3) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated."

Please forward all weekly Certified Payroll Records and Monthly Utilization Reports and state approved forms previously provided to: City of Santa Clarita, Labor Compliance Officer, 23920 Valencia Boulevard, Suite 300, Santa Clarita, CA 91355-2196. If you have any questions, contact me at (661) 286-4025.

Respectfully,

Harry Corder
Labor Compliance Officer

**Prime Contractor:
Project:**

Original Request: 02/08/00

This Request: 02/08/00

1. **Monthly Utilization Forms must be provided for:**
2. **Apprenticeship Training Agreement (similar to Form DAS 1) must be provided for:**
3. **Apprenticeship Training Agreement (similar to Form DAS 7) must be provided for:**
4. **Training Fund Contributions (Form CAC 2 or equivalent) must be provided for:**
5. **Public Works Contract Award Information (Form DAS 140) with the name, address and phone number of the training program notified by all project contractors must be provided for:**
6. **Fringe Benefits Statements must be provided for:**
7. **Signed certified Payroll report or statement of Non-Performance with original signatures must be provided for:**

contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package, which must be in the City's Labor Compliance Officer **within one week of each weekly paycheck**. In the event there has been no work performed during a given week, the certified payroll record shall be annotated with the words "No Work" for that week.

•

8. **To determine the required hours for apprentices on this project we will need the contractor to identify all sub-contractors who will perform work in involving less than \$30,000 or who will be on the project less than 20 calendar days or both.**
9. **Either the Public Works Payroll Reporting Form (Form A-1-131) or the City of Santa Clarita reporting form must be used.**

***Sample
Missing Document List***

CITY OF SANTA CLARITA

March 1, 2000

Certified Mail

Mr. Doe
ACME Construction Co.
115 Market Place, Suite A
Los Angeles, CA 92029-1353

Sample
Certified Payroll Correction Letter

Dear Mr. Doe:

The City of Santa Clarita's Labor Compliance Officer has formally requested copies of Certified Payroll Records and Monthly Utilization Reports for Bid Project Portable Contract 82 - Phase 2. We have reviewed your submittal and require additional information.

This new request is made pursuant to, and authorized by, California State Labor Code Sections 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1813 and 1815. Additionally, the contract general conditions require weekly certified payroll record submittals to the City of Santa Clarita's Labor Compliance Officer and weekly payment of employee wages.

Labor Code §1776 (b) (2) states: "A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations."

Labor Code §1776 (g) states: "The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred (\$100) for each calendar day, or portions thereof, for each worker, until strict compliance is effectuated."

Please correct and supply the data requested in the attachments and submit on approved forms to: City of Santa Clarita, Labor Compliance Officer, 23920 Valencia Boulevard, Suite 300, Santa Clarita, CA 91355-2196.

If you have any questions, contact me at (661) 286-4025.

Respectfully,

Harry Corder
Labor Compliance Officer

Enc. (2)

CITY OF SANTA CLARITA
Report of Action for Prevailing Wage Violations

Name of Project: _____

Contract Number: _____ First Advertised Date: _____

County Where Work Is Performed: _____

Date Notice of Completion Filed: _____

Date of Project Acceptance or Current Percent Complete: _____

Name and Address of Prime Contractor:

Project's Scope of Work: _____

Contractors in Violation of the Labor Code and their Scope of Work: _____

Statement of the Issues Identified to the Contractor: _____

Summary of the Audit Investigation:

CPR Spread Sheets

Labor Code Sections Violated:

Summary of Penalty Assessment Justification: _____

Identify Labor Code 1775 and 1813 Penalties Requested with Calculated Totals:

Is the Violation Due to Mistake, Inadvertence or is it a Willful Failure to Pay the Correct Wages:

Previous Record in Meeting Prevailing Wage Obligations: _____

Identify and Provide All Correspondence: _____

Identify and Provide Any Contractor Response: _____

Recommend Penalty Assessment: _____

APPENDIX “C”

Limited Asbestos Containing Materials and Lead-Based Paint Survey Report`



HEALTH AND SAFETY • ENGINEERING • ENVIRONMENTAL

Project Number: 1023096

Re: Limited Asbestos Containing Materials and
Lead-Based Paint Survey Report
Old Newhall Library
22704 9th Street
Newhall, CA 91321

CSC Local Office: Clark Seif Clark, Inc.
PO Box 4299
Chatsworth, CA 91313
Office: 818-727-2553
Fax: 818-727-2556

Client: City of Santa Clarita
Mr. Dan Duncan
23920 Valencia Blvd, Suite 300
Santa Clarita, CA 91355

Date Report Issued: December 26, 2012

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Appendices

Appendix A Laboratory Analytical Results and Chain of Custody

Appendix B XRF Data Sheets and CDPH 8552 Form

Appendix C Site Photographs

Appendix D Site Sketch

Appendix E Accreditations and Certifications

INTRODUCTION

Mr. Dan Duncan of the City of Santa Clarita retained Clark Seif Clark, Inc. (CSC) to perform a limited asbestos-containing material (ACM) and Lead-Based Paint (LBP) survey at the "Old Newhall Library" located at 22704 9th Street in Newhall, California. Mr. Christian Goerrissen, Cal/OSHA - CAC No. 00-2840 and California Department of Public Health (CDPH) Certified Lead Inspector/Assessor - CDPH No. 13462 and Mr. David W. Hall, Cal/OSHA - CSST No. 09-2700 and CDPH Certified Lead Inspector/Assessor - CDPH No. 2558 of CSC conducted the survey on December 18, 2012.

CSC's report is for the exclusive use of the City of Santa Clarita and applies only to the building referenced above or portion thereof. No one other than the City of Santa Clarita or those contracted by the City of Santa Clarita may utilize, reference, or otherwise rely on this report without prior written consent from CSC.

PURPOSE AND SCOPE

The purpose of this investigation is to perform an ACM and LBP survey in order to aid City of Santa Clarita in preparation for the proposed planned renovation and tenant improvements at the site. CSC's scope of work included:

- A visual reconnaissance of the readily accessible impacted areas at the site to evaluate the possible presence of ACM and LBP.
- Collection of bulk samples of suspect ACM and submittal of samples to a NVLAP accredited laboratory for analysis.
- Assessment of the condition of suspect ACM.
- Collection of x-ray fluorescence (XRF) reading of potential LBP.
- Assessment of the condition of potential LBP.
- Preparation of this report, which presents our data and summarizes the assessed materials

SITE DESCRIPTION

The subject property is an approximately 4,800 square foot, 1-story, former public library building constructed circa 1957. In general, the construction materials consist of wooden frame construction on a concrete slab foundation with stucco exterior finish and built-up rolled asphalt on a flat roof. The interior finishes consist of plaster and drywall walls and ceilings. The floors are covered with brown 9x9 vinyl floor tile on the concrete slab; this tile is covered with carpet and a second layer of vinyl floor tile throughout much of the building. The ceilings are covered with 12x12 acoustical ceiling tiles which are nailed to the substrate; a drop ceiling has been added which covers the hard lid.

The building is currently vacant and is scheduled for a tenant improvement project where the building will be modified to be used for city office space, business assistance center, meeting rooms and work stations. Further, the entry to the building and the restrooms will be made ADA compliant.

BACKGROUND

A. ASBESTOS:

Currently, asbestos-containing materials are being removed and/or encapsulated in schools and public buildings because of the cancer risk associated with breathing asbestos.

Much of what is known about asbestos-related diseases come from studying workers in the various asbestos industries. Exposure to levels of airborne asbestos has been linked with a debilitating lung disease called asbestosis; a rare cancer of the chest and abdominal lining called mesothelioma; and cancers of the lung, esophagus, stomach, colon, and other organs.

The relationship between exposure level and health risk is complex. The potential for disease appears to be related to the physical and chemical characteristics of asbestos fibers as well as to the concentration of fibers in the air and each person's genetic susceptibility. However, the U.S. Government through the U.S. Department of Health and Human Services, has stated that, "evaluation of all available human data provides no evidence for a threshold or for a "safe, level of asbestos exposure.

Federal, State, and Local laws require that building owner(s) and/or their representatives, prior to any demolition and/or renovation operations that may disturb any asbestos-containing materials in their buildings, must meet the following requirements: Notifications; removal techniques for asbestos-containing materials; clean-up procedures and waste storage and disposal requirements.

In Los Angeles County, the South Coast Air Quality Management District (SCAQMD) must be notified 10 working days prior to the start of any asbestos-abatement projects that exceed 100 square feet of asbestos-containing material.

The Occupational Safety & Health Administration (OSHA) must be notified 24 hours prior to the start of any asbestos-abatement project.

B. LEAD-BASED PAINT:

Lead is a heavy metal, which accumulates in the body when ingested. It interferes with chemical reaction in the body and can result in reduced performance in school, kidney problems, liver damage, high blood pressure, immune system failure, coma, convulsions, brain damage, and in severe cases death. In pregnant women, lead poisoning, nerve damage, impaired blood formation, and infant mortality.

An estimated 3 to 4 million American children have damaging levels of lead in their blood. According, to the National Health and Nutrition Examination Survey, 50% (one half) of the adults and 88% of preschool children tested had high blood lead levels. Of those, 9% of the children met the center for Disease Control standards for lead poisoning.

Children usually are exposed through household dust contaminated by peeling, flaking, or chalking paint. Young children also may be poisoned during teething by mouthing on windowsills that contain leaded paint.

Pottery and glassware containing lead is quite common. Lead paint and glaze were commonly used on items made in the U.S. before 1970 and are still used on imported ceramics. When those pieces are fired at temperatures below 1,200 degrees centigrade, the lead can be released into food. The most common sources of contaminated pottery and ceramics are Mexico and Italy. Research performed by the Food and Drug Administration indicated that nearly 10% of imported ceramics might release lead into blood.

The American Academy of Pediatrics recommends that children be screened for lead poisoning at 12 months of age and also that middle age men should have their blood level tested because of their susceptibility to hypertension.

According to public health experts, preventive measures should be taken to avoid lead poisoning. These measures include testing for lead in paint, pottery, ceramic dishes, and drinking water.

California OSHA (CAL/OSHA) requires a lead-work pre-job notification if the quantities of lead-containing materials to be disturbed exceeds 100 square feet or 100 linear feet OR if the tasks include torch cutting or welding exceeding 1 hour in any shift OR if the percentage of lead in the material to be disturbed exceeds 0.5% by weight (5,000 ppm), or 1.0 mg/square centimeter. The information and form required for notification can be found in 8CCR1532.1.

METHODS

A. ASBESTOS

Suspect asbestos materials are sampled and later identified using the Polarized Light Microscopy (PLM) method in accordance with the EPA Interim method of the Determination of Asbestos in Bulk Samples (EPA/600/R-93/116, July 1993). Sampling was performed in accordance with 40 CFR 763.86. Homogeneous areas were based on the total functional space. Number of samples per homogeneous area was taken as recommended under said section "Sampling Procedures".

The PLM Method is the most commonly used method to analyze building materials for the presence of asbestos. This method utilizes the optical properties of minerals to identify the selected constituent. The use of this method enables identification of the type and the percentage of asbestos in a given sample. The detection limit of the PLM method for asbestos identification is about one (1) percent asbestos. Because the State of California recognizes asbestos-containing building material (ACBM) as any material, which contains greater than or equal to one tenth of one percent (.1) asbestos, materials containing "trace" amounts of asbestos are reported as ACBM in the State of California. CSC recommends Transmission Electron Microscopy (TEM) analysis for asbestos samples with one percent (1%) or less asbestos content and Point Count Method with results ranging between two percent (2%) and ten percent (10%) when analyzed via PLM.

Documentation of the laboratory results should be retained as a reference for general building safety and maintenance, and for any future renovation/ demolition activities.

INSPECTION PROCEDURE (763.85)

Areas Inspected: In each area of the building, the inspector performed a preliminary walk-through to designate the functional spaces. He also noted which areas had homogeneous materials.

The inspector then visually inspected each accessible room or space in the building. The inspector touched suspect materials to determine if they were friable. For each suspect material, the inspector noted its condition and the potential for disturbance.

Quantities: Suspect asbestos-containing materials identified at the site were quantified. For extensive materials such as the transite siding and roof panels, general functional space measurements were used. Such measurements provide "approximate square or linear footage" (763.93 (d)(2)(ii)).

Suspect Asbestos-Containing Materials: The following materials were sampled for laboratory analysis or were visually identified as ACM:

- White ceramic tile print 9x9 vinyl floor tile with yellow adhesive
- Brown 9x9 vinyl floor tile with black mastic
- Brown and black 4" vinyl base cove with brown adhesive
- Plaster wall and ceiling system on buttonboard
- Drywall wall system with joint compound/skim coat

- 12x12 acoustical ceiling tile (nailed); beige adhesive at patched area in supply room
- 2'x4' acoustical ceiling panel (drop ceiling)
- Textured wallpaper
- Exterior stucco system with vapor barrier paper
- Window putty
- Built-up asphalt roofing with tar

B. LEAD-BASED PAINT

Our inspector used a portable NITON-XLp 300 Series, XRF LBP Spectrum Analyzer manufactured by NITON Corporation to test for LBP. The LBP analyzer was equipped with 14 mCi, cadmium 109 sealed radioactive source. CSC calibrated the XRF pursuant to the manufacturer’s specifications and regularly verified XRF readings against pre-determined lead samples produced by the National Institute of Standards and Testing (NIST). The calibration data is attached hereto.

The HUD Guidelines define X-Ray fluorescent analyzer (“XRF”) measurements greater than or equal to 1.0 mg/cm² (milligrams per square centimeter) or 5000 ppm (parts per million by weight) (0.5% by dry weight) using laboratory analysis, lead positive. For purposes of this inspection, all XRF readings equal to or greater than 0.7 mg/cm² are considered lead-based paint in accordance with the California Title 17 regulations and Los Angeles County guidelines. The Cal/OSHA “Lead in Construction” standard recognizes *any detectable (quantifiable)* concentrations of lead as regulated materials. When performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm², regardless of the content of lead in paint.

When performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm², regardless of the content of lead in paint.

RESULTS

A. ASBESTOS

Twenty-two (22) bulk samples were collected and then analyzed a total of forty-seven (47) times on a layer-by-layer basis using polarized light microscopy (PLM). The following table summarizes the analytical results of the sampling and the results of the visual site assessment. A complete list of sample results can be found in the laboratory sheets at the end of this report.

TABLE I: ACM RESULTS

Suspect Asbestos-Containing Materials	% Asbestos	Location of Material (all locations where material is present)	Est. Ft ²
White tile print 9x9 vinyl floor tile with yellow adhesive	NAD	Located in the entry, front desk and kitchen areas	600
Brown 9x9 vinyl floor tile	2-3% <i>Chrysotile</i>	Located on the slab throughout the interior except for the mechanical room, restrooms and custodial room and the garage	3,400
Black floor tile mastic	6-7% <i>Chrysotile</i>	Located on the slab throughout the interior except for the mechanical room, restrooms and custodial room and the garage	3,400
Black 4” vinyl base cove with yellow adhesive	NAD	Front desk area	60 LF

Suspect Asbestos-Containing Materials	% Asbestos	Location of Material (all locations where material is present)	Est. Ft ²
Brown 4" vinyl base cove with white adhesive	NAD	Children's reading room, kitchen	90 LF
Interior plaster wall and ceiling system on buttonboard	NAD	Interior walls and ceilings (hard lid) throughout	6,000
Drywall system with joint compound/skim coat	NAD	Children's reading room, east wall	300
12x12 acoustic ceiling tile (with beige adhesive at patches)	NAD	Nailed to the hard lid plaster ceiling throughout	3,600
2'x4' acoustic ceiling panels	NAD	Drop ceiling in the adult and children's reading rooms	3000
Textured wallpaper	NAD	Entry on south wall	200
Exterior stucco system with vapor barrier paper	NAD	Exterior walls	4,000
Window putty	2% Chrysotile	Exterior windows	60
Built-up asphalt roofing with tar	NAD	Main and upper roof levels	4,850
Asbestos cement vent pipe	PACM	Vent pipe above water heater in mechanical room	8 LF
Attic insulation – Fiberglass batt	N/A	Attic spaces	4,800
HVAC duct insulation – Fiberglass	N/A	HVAC ducting in the attic spaces	1,000
Pipe insulation (TSI) – Fiberglass	N/A	Mechanical room and attic spaces	500
NAD=No Asbestos Detected PACM=Presumed Asbestos Containing Materials. These materials were identified as ACM by the site inspector. See the laboratory report and chain custodies for the complete list materials tested and the sampling locations.			

Should the demolition/renovation process reveal any additional suspect asbestos-containing materials; work must stop until the suspect materials are tested for asbestos content.

B. LEAD-BASED PAINT

The following are the results of the testing combinations that tested positive for lead at ≥ 0.7 mg/cm².

TABLE II: LBP RESULTS

Testing Combination	Substrate	Location of Material (all locations where material is present)
Green wall tile	Ceramic	Green ceramic wall tiles in the men's and women's (staff and public) restrooms
Note: Painted surfaces generally contain lead at various levels, which are lead containing but not considered to be regulated lead-based paint. It is advised that all work where painted surfaces are impacted is conducted in a manner to minimize the generation of dust.		

RECOMMENDATIONS

A. ASBESTOS

According to bulk sampling and visual inspection, asbestos-containing materials were present in the house that may require abatement or special handling by a licensed asbestos abatement contractor.

To assist in the management, handling, or reporting of ACM identified in this report, a description and quantity of said materials is presented in Table 2 below. Materials are described by type (i.e., Thermal System Insulation or Surfacing Material or Miscellaneous Material) and category (i.e., Regulated Asbestos-Containing Material or Category I Non-friable ACM or Category II Non-friable ACM). The quantities are expressed in terms of square-feet (sf), lineal-feet (lf), or cubic feet (cf).

Table III: Description and Quantity of Asbestos-Containing Materials

Description of Asbestos-Containing Material	Thermal System Insulation	Surfacing Material	Miscellaneous Material	Regulated Asbestos-Containing Material	Category I Non-friable ACM*	Category II Non-friable ACM*	Quantity of ACM**
Brown 9x9 vinyl floor tile			X		X		3,400
Black floor tile mastic			X		X		3,400
Window putty			X		X		60
Asbestos cement vent pipe			X			X	8 LF

*Indicates condition of material at the time of sampling. Material may become friable and, thus, a Regulated Asbestos-Containing Material depending on the method of renovation or demolition and/or age. Material should be re-evaluated at the time of the project.

**Quantities are approximate and are not intended for bidding or reporting purposes, and must be field verified.

In the event that the scope of work will impact any asbestos containing materials, it will be necessary to comply with the pertinent provisions of EPA, OSHA and SCAQMD regulations during any removal or repair activities that may disturb the asbestos-containing materials.

B. LEAD

Based on the field assessment and XRF analysis, there is lead based material in the green ceramic tile on the walls in the two restrooms at the facility.

Although there are no present state or federal laws dealing with mandatory abatement following the identification of lead-containing materials prior to disturbance of said materials, the Occupational Safety and Health Administration has promulgated legislation (29 CFR 1926.62 and 8 CCR 1532.1) entitled "Lead Exposure in the Construction Industry", which deals with worker exposure to lead. This legislation requires that any task that may potentially expose workers to any concentration of lead, be monitored to determine workers eight-hour time weighted average (TWA) exposure to lead. Further, prior to initiation of activities that may generate a lead exposure, such workers must have appropriate medical surveillance, hazard communication training and be properly fitted with respiratory protection and protective clothing until TWA results reveal exposures below the Action Level.

At this time, there are two forms of controls: 1) One control method is abatement, a "permanent" means of treatment that has an expected life of at least 20 years; 2) the other control method is interim controls, a short-term plan to control the lead hazards. Abatement measures include building component replacement, enclosure, paint removal (by heat gun, chemical, or contained abrasive), encapsulation (with patch tests and 20 year warranty), permanent soil covering (paving); and soil replacement. Interim controls measures include, paint film stabilization, friction and impact reduction treatments, dust removal, general cleanup of contaminated areas, and soil covering using non-permanent means (grass, mulch, gravel).

All work involving potential and identified LBP/LCSC surfaces should be conducted in accordance with Title 8, California Code of Regulations, Section 1532.1, 29 CFR 1926.62 and AB 2784.

Contractor must perform all work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards, and codes governing abatement, transport, and disposal of lead-containing/contaminated materials.

Should materials similar to those identified in this report or, other forms of suspect hazardous materials be discovered during the renovation process, the contractor should be instructed to cease all work activities which may initiate an exposure episode and notify the appropriate management personnel.

Clark Seif Clark, Inc. prepared this asbestos survey under contract with the City of Santa Clarita. No warranties expressed or implied, are made by Clark Seif Clark, Inc. or its employees as to the use of any information, apparatus, product or process disclosed in this report. Though reasonable efforts have been made to assure correctness, if a Contractor is employed he should bring any discrepancies to the immediate attention of Clark Seif Clark, Inc.

We have employed state-of-the-art practices to perform this analysis of risk and identification, but this evaluation is severely limited in scope to areas accessible to a visual inspection or through reasonable means of the areas evaluated. No demolition or product review was performed in attempts to reveal material compositions. Our services consist of professional opinions and recommendations made in accordance with generally accepted engineering principles and practices and are designed to provide an analytical tool to assist the client. Clark Seif

Project Name: Old Newhall Library
Project Location: 22704 9th Street, Newhall CA
CSC Project No.: 1023096

Clark or those representing Clark Seif Clark bear no responsibility for the actual condition of the structure or safety of a site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the client.

Clark Seif Clark appreciated having the opportunity to inspect your property. If you have any questions regarding this survey or other environmental hazards, please don't hesitate to contact us at (818) 727-2553 or (800) 807-1118.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Christian Goerrissen', written over a light blue horizontal line.

Christian Goerrissen
Certified Asbestos Consultant (CAC)
Cal/OSHA - CAC No. 00-2840
Lead Inspector/Assessor - CDPH No. 13462
Clark Seif Clark, Inc.

APPENDIX A

LABORATORY ANALYTICAL RESULTS AND CHAIN OF CUSTODY



Asbestos Bulk Sample Analysis Summary

[Performed by EPA 600/R-93/116 Method]

Project Site: Old Newhall Library
22704 9th St.
Newhall, CA 91321

CSC Project / Lab # : 99012689

Samples : 47

Sampling By : Christian Goerrissen

Date Sampled : 12/18/2012

Date Received : 12/19/2012

Date Reported : 12/21/2012

CSC Job Ref. ID : 1023096

Client Name: City of Santa Clarita (1003702)
Dan Duncan
23920 Valencia Blvd, Suite 300
Santa Clarita, CA 91355

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
3096 B-1	2689-1	9x9 Tile Print VFT White	Entry Floor, Top Layer	ND	2% Cellulose	98% Matrix Material
3096 B-1A	2689-2	Floor Tile Adhesive Yellow	Entry Floor, Top Layer	ND	6% Glass Fibers, Cellulose	94% Matrix Material
3096 B-2	2689-3	9x9 VFT Brown	Entry Floor, Bottom Layer	2% Chrysotile	ND	98% Matrix Material
3096 B-2A	2689-4	Floor Tile Mastic Black	Entry Floor, Bottom Layer	7% Chrysotile	3% Cellulose	90% Matrix Material
3096 B-3	2689-5	9x9 VFT Brown	Supply Room under Carpet	3% Chrysotile	ND	97% Matrix Material
3096 B-3A	2689-6	Floor Tile Mastic Black	Supply Room under Carpet	6% Chrysotile	2% Cellulose	92% Matrix Material
3096 B-4	2689-7	4" Basecove Black	Front Desk/Counter	ND	ND	100% Matrix Material
3096 B-4A	2689-8	Basecove Adhesive Yellow	Front Desk/Counter	ND	20% Glass Fibers, Cellulose	80% Matrix Material
3096 B-5	2689-9	4" Basecove Brown	Kitchen	ND	ND	100% Matrix Material
3096 B-5A	2689-10	Basecove Adhesive White	Kitchen	ND	ND	100% Matrix Material

CSC Project / Lab # : 99012689

Address: 22704 9th St.
Newhall, CA 91321

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
3096 B-6	2689-11	4" Basecove Brown	Children's Reading Room	ND	ND	100% Matrix Material
3096 B-6A	2689-12	Basecove Adhesive White	Children's Reading Room	ND	ND	100% Matrix Material
3096 B-7	2689-13	Plaster System - Finish Coat White	Adult Reading Room	ND	ND	100% Matrix Material
3096 B-7A	2689-14	Plaster System - Scratch Coat Gray	Adult Reading Room	ND	ND	100% Matrix Material
3096 B-7B	2689-15	Plaster System - Backing Paper Beige	Adult Reading Room	ND	100% Cellulose	0% Matrix Material
3096 B-7C	2689-16	Plaster System - Buttonboard Light Pink	Adult Reading Room	ND	19% Cellulose	81% Matrix Material
3096 B-8	2689-17	Plaster System - Finish Coat White	Storage Room	ND	ND	100% Matrix Material
3096 B-8A	2689-18	Plaster System - Scratch Coat Gray	Storage Room	ND	ND	100% Matrix Material
3096 B-8B	2689-19	Plaster System - Backing Paper Beige	Storage Room	ND	100% Cellulose	0% Matrix Material
3096 B-8C	2689-20	Plaster System - Buttonboard Light Pink	Storage Room	ND	18% Cellulose	82% Matrix Material
3096 B-9	2689-21	Plaster System - Finish Coat White	Custodial Room	ND	ND	100% Matrix Material
3096 B-9A	2689-22	Plaster System - Scratch Coat Gray	Custodial Room	ND	ND	100% Matrix Material
3096 B-10	2689-23	Drywall System - Drywall White	Children's Reading Room, NE	ND	16% Cellulose	84% Matrix Material
3096 B-10A	2689-24	Drywall System - Backing Paper Brown	Children's Reading Room, NE	ND	100% Cellulose	0% Matrix Material

CSC Project / Lab # : 99012689

Address: 22704 9th St.
Newhall, CA 91321

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
3096 B-10B	2689-25	Drywall System - Joint Compound White	Children's Reading Room, NE	ND	ND	100% Matrix Material
3096 B-11	2689-26	Drywall System - Drywall White	Children's Reading Room, East Wall	ND	15% Cellulose	85% Matrix Material
3096 B-11A	2689-27	Drywall System - Backing Paper Brown	Children's Reading Room, East Wall	ND	100% Cellulose	0% Matrix Material
3096 B-11B	2689-28	Drywall System - Joint Compound White	Children's Reading Room, East Wall	ND	ND	100% Matrix Material
3096 B-12	2689-29	Drywall System - Drywall White	Children's Reading Room, East Wall	ND	16% Cellulose	84% Matrix Material
3096 B-12A	2689-30	Drywall System - Backing Paper Brown	Children's Reading Room, East Wall	ND	100% Cellulose	0% Matrix Material
3096 B-12B	2689-31	Drywall System - Joint Compound White	Children's Reading Room, East Wall	ND	ND	100% Matrix Material
3096 B-13	2689-32	12x12 Acoustical Ceiling Tile - Top Coat Beige	Adult Reading Room	ND	10% Cellulose	90% Matrix Material
3096 B-13A	2689-33	12x12 Acoustical Ceiling Tile - Tile Tan	Adult Reading Room	ND	95% Cellulose	5% Matrix Material
3096 B-14	2689-34	12x12 Acoustical Ceiling Tile - Top Coat White	Supply Room	ND	14% Cellulose	86% Matrix Material
3096 B-14A	2689-35	12x12 Acoustical Ceiling Tile - Tile Tan	Supply Room	ND	95% Cellulose	5% Matrix Material
3096 B-14B	2689-36	12x12 Acoustical Ceiling Tile - Adhesive Beige	Supply Room	ND	2% Cellulose	98% Matrix Material
3096 B-15	2689-37	2x4 Acoustical Ceiling Panel - Top Coat White	Adult Reading Room, Drop Ceiling	ND	13% Glass Fibers, Cellulose	87% Matrix Material
3096 B-15A	2689-38	2x4 Acoustical Ceiling Panel - Tile Gray	Adult Reading Room, Drop Ceiling	ND	90% Glass Fibers, Cellulose	10% Matrix Material

CSC Project / Lab # : 99012689

Address: 22704 9th St.
Newhall, CA 91321

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
3096 B-16	2689-39	2x4 Acoustical Ceiling Panel - Top Coat White	Children's Reading Room, Drop Ceiling	ND	15% Glass Fibers, Cellulose	85% Matrix Material
3096 B-16A	2689-40	2x4 Acoustical Ceiling Panel - Tile Gray	Children's Reading Room, Drop Ceiling	ND	90% Glass Fibers, Cellulose	10% Matrix Material
3096 B-17	2689-41	Wallpaper Off White/Green	Entry, South Wall	ND	60% Cellulose	40% Matrix Material
3096 B-18	2689-42	Stucco Multi Colored	North Elevation	ND	6% Glass Fibers, Cellulose	94% Matrix Material
3096 B-19	2689-43	Stucco Multi Colored	West Elevation	ND	8% Glass Fibers, Cellulose	92% Matrix Material
3096 B-20	2689-44	Vapor Barrier Paper Dark Brown	East Side	ND	85% Cellulose, Synthetic	15% Matrix Material
3096 B-21	2689-45	Window Putty Blue/Gray	Exterior Windows	2% Chrysotile	ND	98% Matrix Material
3096 B-22	2689-46	Rolled Asphalt Roofing Gray/Black	Roof	ND	70% Glass Fibers	30% Matrix Material
3096 B-22A	2689-47	Tar Layer Black	Roof	ND	ND	100% Matrix Material

CSC Project / Lab # : 99012689

Address: 22704 9th St.
Newhall, CA 91321

Bulk Material Analysis:

Bulk samples are examined by Polarized Light Microscopy (PLM) with Dispersion Staining as recommended by the U.S. Environmental Protection Agency (EPA).

Results:

Results are reported as a percent(%) of total asbestos present for each asbestos type identified within each distinguishable layer, or sub-sample, of a sample. Other non-asbestos materials may also be identified.

Explanation:

Reported results are a visual estimate by area of asbestos concentration. Results for heterogeneous samples examined by component are reported as a composite. The lower limit of reliable detection for the PLM methods is 1%. Samples which contain asbestos in a concentration lower than the limit of reliable detection (<1%) commonly referred to as "trace" are reported as "<1%". Trace is defined as reproducible detection levels of asbestos with at least five fibers spread over three slides, per NIST Proficiency Test instructions. Samples in which no asbestos is observed are reported as ND (None Detected). Note: When ND appears on a report, it means that asbestos was not observed and that, if present, it exists in concentrations of <1% and/or fiber dimensions are too small for accurate microscopic resolution.

CSCL is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under NVLAP Lab Code 200324. Results reported relate only to sample(s) submitted and tested and do not necessarily apply to other apparently identical or similar materials. This report is submitted for the exclusive use of the client to whom it is addressed. Any reproduction of this report or use of this Laboratory's name for advertising or publicity purposes without prior written authorization is prohibited. In addition, this report is not to be used to claim product endorsement by NVLAP or any agency of the U.S. Government.



Clay Egner
Laboratory Analyst



Christian Goerrissen
Laboratory Analyst/Manager

Note: Our policy is to dispose of samples unless written notification is received in our office within 30 days of this report.



99012689

Chain of Custody Form- Bulk Sampling

24 Hour

CSC Job # 1023096		Sampling By Christian Goerrissen		Date Taken 12/18/12		# Samples 22		Page # 1 of 2		Total Pages 2	
Job Name & Location Old Newhall Library 22704 9th Street Newhall, CA 91321						Billing Info: City of Santa Clarita (1003702) Mr. Dan Duncan 23920 Valencia Blvd, Suite 300 Santa Clarita, CA 91355					
Sample Analysis: PLM - Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy		Lab Submitted to: CSC									
ID #	Material Description	HM	Location of Sample	Condition	Friable	Quantity					
B-1	WHITE TILE PRIMIT 9X9 VFT W/ GLUE	1	ENTRANCE FLOOR - TOP LAYER	GOOD	NO	6000					
B-2	BROWN 9X9 VFT W/ BLACK MASTIC	2	ENTRANCE FLOOR - BOTTOM LAYER	FAIR	NO	3,400 LF					
B-3		2	SUPPLY ROOM UNDER CATHETER								
B-4	4" VBC W/ GLUE - BACK	3	FRONT DESK / COUNTER	FAIR	NO	60 LF					
B-5	BROWN	4	KITCHEN			90 LF					
B-6		4	CHILDREN'S READING ROOM								
B-7	PLASTER SYSTEM ON BOTTOM BOARD	5	ADULT READING ROOM	GOOD	NO	6,000 LF					
B-8		5	STORAGE ROOM								
B-9		5	CUSTODIAL ROOM								
B-10	DRYWALL SYSTEM W/ JOINT COMPOUND	6	CHILDREN'S READING ROOM - NE	GOOD	NO	3000 LF					
B-11	UNFINISHED DRYWALL	7	- EAST WALL								
B-12		7									
B-13	12 X 12 ACOUSTICAL CEILING TILE (TIALEN)	8	ADULT READING ROOM	GOOD	YES	3,600 LF					
B-14	(W/ GLUE)	8	SUPPLY ROOM								
B-15	2' X 4' ACOUSTICAL CEILING PANEL	9	ADULT READING ROOM - DROP CEILING	FAIR	YES	3000					
CONDITION CODE			FRIABLE CODE		HOMOGENEOUS CODE		QUANTITY CODE				
G= GOOD D=	F= FAIR	P= POOR	Y= YES	N= NO	HA= HOMOGENEOUS MATERIAL		SF= Square Ft.	LF= LINEAR Ft.			
INSPECTION COMMENTS: VFT = VINYL FLOOR TILE VBC = VINYL BASE COVE											
Relinquished By:						Date & Time 12-19-12 @ 10:00 AM					
Received By:						Date & Time 12-19-12 1040					



Chain of Custody Form- Bulk Sampling

24 Hours

99012689

CSC Job #	Sampling By	Date Taken	# Samples	Page #	Total Pages
1023096	Christian Goerrissen	12/18/12	22	2 of	2

Job Name & Location	Billing Info:
Old Newhall Library	City of Santa Clarita (1003702)
22704 9th Street	Mr. Dan Duncan
Newhall, CA 91321	23920 Valencia Blvd, Suite 300
	Santa Clarita, CA 91355

Sample Analysis:	PLM - Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy	Lab Submitted to:	CSC
------------------	--	-------------------	-----

ID #	Material Description	HM	Location of Sample	Condition	Friable	Quantity
B-16	2'X4' ACOUSTICAL CEILING PANEL	9	CHILDRENS READING ROOM - DROP CEILING	FAIR	YES	3.000
B-17	WALLPAPER	10	ENTRY - SOUTH WALL	FAIR	NO	2.00
B-18	EXTERIOR STUCCO SYSTEM	11	NORTH ELEVATION	GOOD	NO	4.0000
B-19	✓	11	WEST ELEVATION	✓	✓	✓
B-20	STUCCO WATER BARRIER PAPER	12	EAST SIDE	✓	✓	✓
B-21	WINDOW PUTTY	13	EXTERIOR WINDOWS	GOOD	NO	60.00
B-22	ROLLED ASPHALT ROOFING w/TAR	14	ROOF	GOOD	NO	4.8000

CONDITION CODE	FRIABLE CODE	HOMOGENEOUS CODE	QUANTITY CODE
G= GOOD, D=	F= FAIR, P= POOR	Y= YES, N= NO	HA= HOMOGENEOUS MATERIAL, SF= Square Ft., LF= LINEAR Ft.

INSPECTION COMMENTS: 1 TRANSITE PIPE ABOVE WATER. ALL FIBERGLASS ATTL. HVAL DIRT & PIPE ISI - NO ASN OBSERVED.

Relinquished By:	Date & Time
	12-19-12 10:00 AM
Received By:	Date & Time
Corey Egner	12-19-12 1040

APPENDIX B
XRF DATA SHEETS AND CDPH 8552 FORM



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

CSC Project No 1023096
 Project Name: Old Newhall Library
 Site Location: 22704 9th Street, Newhall, CA 913212
 Client: City of Santa Clarita

XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
1	SHUTTER CALIBRATION							1.61	0	cps
2	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.7	0.1	mg / cm ^2
3	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.8	0.1	mg / cm ^2
4	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.8	0.1	mg / cm ^2
5	OUTSIDE	A	WALL	STUCCO	INTACT	BEIGE	Negative	0.01	0.02	mg / cm ^2
6	OUTSIDE	A	WALL	CERAMIC	INTACT	BLUE	Negative	0.02	0.03	mg / cm ^2
7	OUTSIDE	A	WALL	CERAMIC	INTACT	YELLOW	Negative	0.07	0.23	mg / cm ^2
8	OUTSIDE	B	WALL	STUCCO	INTACT	BEIGE	Negative	0	0.02	mg / cm ^2
9	OUTSIDE	C	WALL	STUCCO	INTACT	BEIGE	Negative	0.1	0.07	mg / cm ^2
10	OUTSIDE	D	WALL	STUCCO	INTACT	BEIGE	Negative	0	0.02	mg / cm ^2
11	OUTSIDE	C	VENT	METAL	INTACT	BEIGE	Negative	0.01	0.03	mg / cm ^2
12	OUTSIDE	C	DOOR	METAL	INTACT	BLUE	Negative	0	0.02	mg / cm ^2
13	OUTSIDE	C	DOOR	METAL	INTACT	BLUE	Negative	0	0.02	mg / cm ^2
14	OUTSIDE	C	FASCIA	WOOD	INTACT	BLUE	Negative	0.01	0.04	mg / cm ^2
15	OUTSIDE	C	RAIN GUTTER	METAL	INTACT	BEIGE	Negative	0.1	0.12	mg / cm ^2
16	MECHANICAL RM	A	WALL	PLASTER	INTACT	GREEN	Null	0.13	0.39	mg / cm ^2
17	MECHANICAL RM	A	WALL	PLASTER	INTACT	GREEN	Negative	0.04	0.02	mg / cm ^2
18	MECHANICAL RM	B	WALL	PLASTER	INTACT	GREEN	Negative	0	0.02	mg / cm ^2
19	MECHANICAL RM	C	WALL	PLASTER	INTACT	GREEN	Negative	0	0.02	mg / cm ^2

Clark Seif Clark, INC.

PO Box 4299, Chatsworth, California 91313

Office 818 727-2553, Fax 818 727-2556, Web: csceng.com



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

CSC Project No 1023096
 Project Name: Old Newhall Library
 Site Location: 22704 9th Street, Newhall, CA 913212
 Client: City of Santa Clarita

XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
20	MECHANICAL RM	D	WALL	PLASTER	INTACT	GREEN	Null	0.09	0.08	mg / cm ^2
21	MECHANICAL RM		CEILING	PLASTER	PEELING	GREEN	Null	0.06	0.14	mg / cm ^2
22	MECHANICAL RM		CEILING	PLASTER	PEELING	GREEN	Negative	0.05	0.03	mg / cm ^2
23	GARAGE	B	WALL	PLASTER	INTACT	WHITE	Negative	0.11	0.06	mg / cm ^2
24	GARAGE	C	WALL	PLASTER	INTACT	WHITE	Null	0	0.02	mg / cm ^2
25	GARAGE	C	WALL	PLASTER	INTACT	WHITE	Null	0	0.02	mg / cm ^2
26	GARAGE	C	WALL	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
27	GARAGE	D	WALL	PLASTER	INTACT	WHITE	Negative	0.14	0.13	mg / cm ^2
28	GARAGE	A	DOOR	WOOD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
29	GARAGE	A	DOOR	WOOD	INTACT	GRAY	Negative	0	0.02	mg / cm ^2
30	GARAGE		CEILING	PLASTER	INTACT	WHITE	Negative	0.12	0.05	mg / cm ^2
31	GARAGE	B	HAND RAIL	METAL	INTACT	YELLOW	Negative	0.07	0.08	mg / cm ^2
32	GARAGE	B	DOOR	WOOD	INTACT	BROWN	Negative	0.02	0.06	mg / cm ^2
33	GARAGE	B	DOOR	METAL	INTACT	WHITE	Negative	0.03	0.05	mg / cm ^2
34	SUPPLY RM	A	WALL	PLASTER	INTACT	WHITE	Null	0.04	0.06	mg / cm ^2
35	SUPPLY RM	A	WALL	PLASTER	INTACT	WHITE	Negative	0.1	0.06	mg / cm ^2
36	SUPPLY RM	B	WALL	PLASTER	INTACT	WHITE	Negative	0.01	0.02	mg / cm ^2
37	SUPPLY RM	C	WALL	PLASTER	INTACT	WHITE	Negative	0.08	0.09	mg / cm ^2
38	SUPPLY RM	D	WALL	PLASTER	INTACT	WHITE	Null	0.04	0.05	mg / cm ^2

Clark Seif Clark, INC.

PO Box 4299, Chatsworth, California 91313

Office 818 727-2553, Fax 818 727-2556, Web: csceng.com



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

CSC Project No 1023096
 Project Name: Old Newhall Library
 Site Location: 22704 9th Street, Newhall, CA 913212
 Client: City of Santa Clarita

XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
39	SUPPLY RM	D	WALL	PLASTER	INTACT	WHITE	Negative	0.07	0.04	mg / cm ^2
40	SUPPLY RM	A	WALL	PLASTER	INTACT	WHITE	Negative	0.06	0.06	mg / cm ^2
41	ADULT READING RM	B	WALL	PLASTER	INTACT	WHITE	Null	0.06	0.12	mg / cm ^2
42	ADULT READING RM	C	WALL	PLASTER	INTACT	WHITE	Negative	0.07	0.07	mg / cm ^2
43	ADULT READING RM	D	WALL	PLASTER	INTACT	WHITE	Negative	0.14	0.11	mg / cm ^2
44	ADULT READING RM	A	DOOR	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
45	ADULT READING RM	A	DOOR	METAL	INTACT	WHITE	Negative	0.02	0.06	mg / cm ^2
46	ENTRY	A	WALL	PLASTER	INTACT	PINK	Negative	0.2	0.1	mg / cm ^2
47	ENTRY	A	WALL	PLASTER	INTACT	WHITE	Negative	-0.42	0.93	mg / cm ^2
48	ENTRY	C	WALL	CERAMIC	INTACT	BLUE	Null	0.01	0.04	mg / cm ^2
49	CHILDREN'S READING RM	B	WALL	PLASTER	INTACT	WHITE	Null	0.02	0.22	mg / cm ^2
50	CHILDREN'S READING RM	B	WALL	DRYWALL	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
51	CHILDREN'S READING RM	C	WALL	PLASTER	INTACT	WHITE	Negative	0.3	0.13	mg / cm ^2
52	CHILDREN'S READING RM	D	WALL	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
53	CHILDREN'S READING RM	D	WALL	DRYWALL	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
54	CHILDREN'S READING RM		CEILING	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
55	KITCHEN	A	WALL	PLASTER	INTACT	WHITE	Negative	0.15	0.13	mg / cm ^2
56	KITCHEN	A	WALL	PLASTER	INTACT	BLUE	Null	0.11	0.13	mg / cm ^2
57	KITCHEN	A	WALL	PLASTER	INTACT	BLUE	Negative	0.12	0.12	mg / cm ^2

Clark Seif Clark, INC.

PO Box 4299, Chatsworth, California 91313

Office 818 727-2553, Fax 818 727-2556, Web: csceng.com



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

CSC Project No 1023096
 Project Name: Old Newhall Library
 Site Location: 22704 9th Street, Newhall, CA 913212
 Client: City of Santa Clarita

XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
58	KITCHEN	B	WALL	PLASTER	INTACT	WHITE	Negative	0.07	0.06	mg / cm ^2
59	KITCHEN	C	WALL	PLASTER	INTACT	WHITE	Negative	0.04	0.04	mg / cm ^2
60	KITCHEN	D	WALL	PLASTER	INTACT	WHITE	Null	0.04	0.72	mg / cm ^2
61	KITCHEN	D	WALL	PLASTER	INTACT	WHITE	Null	0.03	0.11	mg / cm ^2
62	KITCHEN	D	WALL	PLASTER	INTACT	WHITE	Null	0.2	0.53	mg / cm ^2
63	KITCHEN	D	WALL	PLASTER	INTACT	WHITE	Negative	0.07	0.07	mg / cm ^2
64	KITCHEN		CEILING	PLASTER	INTACT	WHITE	Negative	0.18	0.15	mg / cm ^2
65	STAFF RR	A	WALL	PLASTER	INTACT	WHITE	Null	0.5	0.3	mg / cm ^2
66	STAFF RR	A	WALL	PLASTER	INTACT	WHITE	Negative	0.5	0.2	mg / cm ^2
67	STAFF RR	B	WALL	PLASTER	INTACT	WHITE	Negative	0.4	0.1	mg / cm ^2
68	STAFF RR	C	WALL	PLASTER	INTACT	WHITE	Negative	0.5	0.1	mg / cm ^2
69	STAFF RR	D	WALL	PLASTER	INTACT	WHITE	Negative	0.3	0.1	mg / cm ^2
70	STAFF RR		CEILING	PLASTER	INTACT	WHITE	Null	0.3	0.36	mg / cm ^2
71	STAFF RR		CEILING	PLASTER	INTACT	WHITE	Negative	0.28	0.09	mg / cm ^2
72	STAFF RR	B	WALL	CERAMIC	INTACT	GREEN	Positive	18.9	15.6	mg / cm ^2
73	STAFF RR		FLOOR	CERAMIC	INTACT	GREEN	Negative	0	0.02	mg / cm ^2
74	STAFF RR	D	PARTITION	CERAMIC	INTACT	TAN	Negative	0	0.02	mg / cm ^2
75	STAFF RR FOYER	A	WALL	PLASTER	INTACT	WHITE	Negative	0.25	0.1	mg / cm ^2
76	STAFF RR FOYER	B	WALL	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2

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Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
77	STAFF RR FOYER	C	WALL	PLASTER	INTACT	WHITE	Negative	0.3	0.13	mg / cm ^2
78	STAFF RR FOYER	D	CLOSET DOOR	WOOD	INTACT	VARNISH	Negative	0	0.02	mg / cm ^2
79	PUBLIC RR FOYER		CEILING	PLASTER	INTACT	WHITE	Negative	0.11	0.06	mg / cm ^2
80	PUBLIC RR FOYER	A	WALL	PLASTER	INTACT	WHITE	Negative	0.25	0.13	mg / cm ^2
81	PUBLIC RR FOYER	C	WALL	PLASTER	INTACT	WHITE	Negative	0.15	0.08	mg / cm ^2
82	PUBLIC RR FOYER	D	WALL	PLASTER	INTACT	WHITE	Negative	0.11	0.07	mg / cm ^2
83	PUBLIC RR FOYER	B	CLOSET DOOR	PLASTER	INTACT	VARNISH	Negative	0	0.02	mg / cm ^2
84	PUBLIC RR FOYER	A	DOOR	PLASTER	INTACT	VARNISH	Negative	0	0.02	mg / cm ^2
85	PUBLIC RR FOYER	C	DOOR CASING	METAL	INTACT	WHITE	Negative	0.23	0.37	mg / cm ^2
86	PUBLIC RR		CEILING	PLASTER	INTACT	WHITE	Negative	0.4	0.2	mg / cm ^2
87	PUBLIC RR	A	WALL	PLASTER	INTACT	WHITE	Negative	0.19	0.11	mg / cm ^2
88	PUBLIC RR	B	WALL	PLASTER	INTACT	WHITE	Negative	0.24	0.14	mg / cm ^2
89	PUBLIC RR	C	WALL	PLASTER	INTACT	WHITE	Null	0.6	1.6	mg / cm ^2
90	PUBLIC RR	C	WALL	PLASTER	INTACT	WHITE	Null	0.21	0.19	mg / cm ^2
91	PUBLIC RR	D	WALL	PLASTER	INTACT	WHITE	Negative	0.22	0.12	mg / cm ^2
92	PUBLIC RR		FLOOR	CERAMIC	INTACT	GREEN	Negative	0.02	0.03	mg / cm ^2
93	PUBLIC RR	A	WALL	CERAMIC	INTACT	GREEN	Positive	17.6	15.3	mg / cm ^2
94	PUBLIC RR	B	WALL	CERAMIC	INTACT	GREEN	Positive	19	13.8	mg / cm ^2
95	PUBLIC RR	C	WALL	CERAMIC	INTACT	GREEN	Positive	18.5	16	mg / cm ^2



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Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
96	PUBLIC RR	D	WALL	CERAMIC	INTACT	GREEN	Positive	18.8	15.6	mg / cm ^2
97	PUBLIC RR	A	PARTITION DOOR	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
98	PUBLIC RR	B	PARTITION	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
99	PUBLIC RR	C	DOOR CASING	METAL	INTACT	WHITE	Negative	0.06	0.11	mg / cm ^2
100	CUSTODIAN		CEILING	PLASTER	INTACT	WHITE	Negative	0.07	0.03	mg / cm ^2
101	CUSTODIAN	A	WALL	PLASTER	INTACT	WHITE	Null	0.05	0.06	mg / cm ^2
102	CUSTODIAN	B	WALL	PLASTER	INTACT	WHITE	Negative	0.18	0.07	mg / cm ^2
103	CUSTODIAN	C	WALL	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
104	CUSTODIAN	D	WALL	PLASTER	INTACT	WHITE	Null	0.07	0.07	mg / cm ^2
105	CUSTODIAN	D	WALL BRACE	METAL	INTACT	WHITE	Negative	0.08	0.1	mg / cm ^2
106	CUSTODIAN		ACCESS FRAME	METAL	INTACT	WHITE	Negative	0.15	0.15	mg / cm ^2
107	BACK HALL		CEILING	PLASTER	INTACT	WHITE	Negative	0.11	0.07	mg / cm ^2
108	BACK HALL	A	WALL	PLASTER	INTACT	WHITE	Negative	0.12	0.15	mg / cm ^2
109	BACK HALL	B	WALL	PLASTER	INTACT	WHITE	Negative	0.16	0.09	mg / cm ^2
110	BACK HALL	C	WALL	PLASTER	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
111	BACK HALL	D	WALL	PLASTER	INTACT	WHITE	Negative	0.16	0.09	mg / cm ^2
112	BACK HALL	D	WINDOW CASING	METAL	INTACT	WHITE	Negative	0.11	0.15	mg / cm ^2
113	BACK HALL	D	DOOR CASING	METAL	INTACT	WHITE	Negative	0.05	0.08	mg / cm ^2
114	BACK HALL	A	HANDRAIL	METAL	INTACT	BLACK	Negative	0.01	0.02	mg / cm ^2

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Reading No	Room	Side	Component	Substrate	Condition	Color	Results			
							Results	PbC	PbC Error	Units
115	BACK HALL	D	DOOR	WOOD	INTACT	VARNISH	Negative	0.02	0.05	mg / cm ^2
116	BACK HALL	D	DOOR CASING	METAL	INTACT	VARNISH	Negative	0.08	0.1	mg / cm ^2
117	BACK HALL	B	WALL PIPES	METAL	INTACT	WHITE	Negative	0.06	0.15	mg / cm ^2
118	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.8	0.1	mg / cm ^2
119	EXTERIOR	B	HANDRAIL	METAL	INTACT	GREY	Negative	0	0.02	mg / cm ^2
120	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.8	0.1	mg / cm ^2
121	NITON CALIBRATION - SRM 2574 - P/N500-93					GOLD	Positive	0.8	0.1	mg / cm ^2

Action Level is ≥ 0.7 mg/cm²

Summary of Lead Based Paint Materials and Components (≥ 0.7 mg/cm²)

Ceramic tile walls in the staff and public restrooms

Inspection Comments:

This limited XRF inspection was performed on December 18, 2012 with a Niton XLp300 series lead detector, serial no. 25074

Inspector signature

13462 Inspector/ Assessor

CDPH Certification

December 18, 2012

Date

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation December 18, 2012

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk assessment Clearance Inspection Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] 22704 9th Street	City Newhall	County Los Angeles	Zip Code 91321
--	------------------------	------------------------------	--------------------------

Construction date (year) of structure 1957	Type of structure (check one box only) <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other (specify) Old Public Library - Vacant Building
--	--

Section 4 — Owner of Structure (if business/agency, list contact person)

Name City of Santa Clarita - Mr. Dan Duncan	Telephone number 661-860-9017
---	---

Address [number, street, apartment (if applicable)] 23920 Valencia Blvd. Suite 300	City Santa Clarita	State CA	Zip Code 91355
--	------------------------------	--------------------	--------------------------


Section 5 — Results of Lead Hazard Evaluation (check all that apply)

No lead-based paint detected. Lead-based paint detected.
 No lead hazards detected. Lead hazards detected.

Section 6 — Individual Conducting Lead Hazard Evaluation

Name Christian Goerrissen	Telephone number 818-727-2553
-------------------------------------	---

Address [number, street, apartment (if applicable)] 21732 Devonshire Street	City Chatsworth	State CA	Zip Code 91311
---	---------------------------	--------------------	--------------------------

CDPH certification number 13462	Signature 	Date 12/19/12
---	---	-------------------------

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector
 Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:
 California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

APPENDIX C
SITE PHOTOGRAPHS



Photo 1: Street view of the property



Photo 2: View of the northeast of the building; ACM window putty on the small windows



Photo 3: General interior view of the entry and desk area



Photo 4: ACM 9x9 vinyl floor tile under the carpet



Photo 5: ACM 9x9 vinyl floor tile and mastic under the non-ACM vinyl tile



Photo 6: Non-ACM insulation materials in the attic space



Photo 7: LBP ceramic tile on the walls in the restrooms



Photo 8: Asbestos cement vent pipe exhausting from the water heater



Photo 9: View of the roof



Photo 10: General interior view of the children's reading room



Photo 11: General view of the kitchen area, ACM tile is present under the white tile

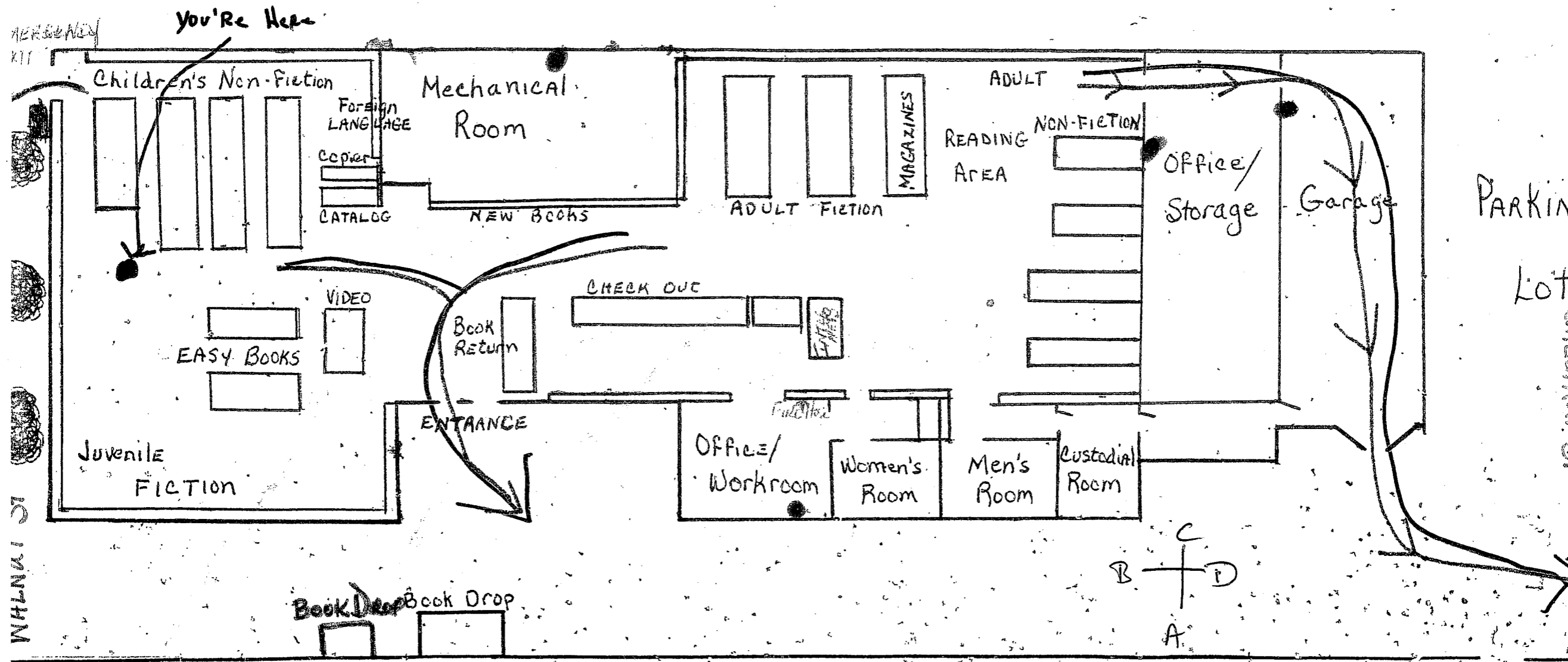


Photo 12: View of the ceiling space above the drop ceiling

APPENDIX D
SITE SKETCH

EMERGENCY EVACUATION MAP

- GAS SHUT OFF
- WATER SHUT OFF
- FIRE EXTINGUISHERS



EMERGENCY KIT

PARKING LOT

W. NINTH STREET

MEETING AREA CORNER
PARKING LOT CHESTNUT ST

APPENDIX E

ACCREDITATIONS AND CERTIFICATIONS

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Christian Goerrissen



Name

Certification No. 00-2840

Expires on 01/05/14

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date

Inspector/Assessor

05/14/2013

Project Monitor

05/14/2013



Christian Goerrissen ID #: **13462**

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

David W Hall



Name

Certification No. 09-2700

Expires on 09/22/13

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date

Inspector/Assessor 09/11/2013

Project Monitor 09/11/2013



David W. Hall

ID #: 2558