



SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

REQUEST FOR PROPOSAL

COURT FLOOR RENOVATION: CARPET INSTALLATION

RFP NUMBER **08RFP03-FAC**

PROPOSALS DUE BY

FRIDAY, SEPTEMBER 5, 2008

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I. INTRODUCTION-SUMMARY OF THE INTENDED PROCUREMENT

The Superior Court of California, County of Marin ("Court") is issuing this Request for Proposal ("RFP") to provide the Court with competitive bids to re-carpet the Court Floor at the Marin County Civic Center. The Court is requesting proposals from highly qualified vendors with expertise in commercial carpet installation.

A Bidders' Conference and Site Review will be scheduled before proposals are due. Once proposals have been received, the Court intends to review and rank each of them.

To be considered, the respondent must meet the "Minimum Qualifications" as defined in this document, and the proposal must satisfy the scope of the program as defined in this document. Proposals which do not meet the mandatory requirements as indicated will be rejected.

All work will be performed between the hours of 5:00 P.M. and 1:00 A.M. on weekdays and 5:00 P.M. Friday and 5:00 P.M. Sunday on weekends.

The Court reserves the right to award this contract not necessarily to the respondent with the lowest price, but to the proposer which the Court determines will provide the best match to the requirements as defined in this document. The successful respondent shall be chosen based on a combination of factors, including but not limited to, compliance with the conditions of this document, experience, references, and the total price. Final award will be made to the respondent who, in the sole and exclusive judgment of the Court, is best able to provide the necessary services.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the Court's discretion.

No.	Event	Date
1	Issue RFP	August 7, 2008
2	Mandatory Pre-proposal Conference Date and Time	August 20, 2008. 12:00 PM
4	Deadline for Proposer Questions and Clarifications	August 29, 2008
5	Responses to Questions	September 2, 2008
6	Proposal Due Date and Time (Pacific Time)	September 5, 3:00 PM
7	Potential Interviews and Negotiations (estimated)	September 8-11, 2008
8	Notice of Award (estimated)	September 12, 2008

The RFP, responses to questions, and any addenda that may be issued will be available on the following website:

<http://www.co.marin.ca.us/courts/pbids.cfm>

2.1.1 Contact List

A mandatory pre-proposal conference will be held on Wednesday, August 20, 2008 at 12:00 PM at the following address:

Marin County Superior Court
3501 Civic Center Drive, Room 116
San Rafael, California 94903

Questions or clarifications concerning this RFP must be delivered in writing or via email no later than the end of the business day Friday, August 29, 2008 to the following address:

Marin County Superior Court
Attn: Purchasing
3501 Civic Center Drive, Room 116
San Rafael, CA 94903
E-mail: pbids@marincourt.org

Proposals must be delivered following the guidelines set forth in Section 2.4.1 by 3:00 PM Friday, September 12, 2008 to the following address:

Marin County Superior Court
Attn. Purchasing
3501 Civic Center Drive, Room 116
San Rafael, California 94903

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public. Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Mandatory Pre-proposal Conference

A mandatory pre-proposal conference to answer questions related to this RFP will be held on Wednesday, August 20, at 12:00 PM. The location of the pre-proposal conference is stated below:

Marin County Superior Court
3501 Civic Center Drive, Room 116
San Rafael, CA 94903

The pre-proposal conference is mandatory; prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All

questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Court will post a copy of the questions and the Court's responses on the Court website at the following address:

<http://www.co.marin.ca.us/depts/MC/Main/Pbids.cfm>

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by providing an addendum to potential proposers or, if identified in Section 2.1, by posting the addendum on the Court website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed not to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by providing notice to potential proposers or by posting an addendum on the Court's website at the following address:

<http://www.co.marin.ca.us/depts/MC/Main/Pbids.cfm>

Any such addenda shall become part of the contract documents and all bidders shall be bound by such Addenda whether or not received by them. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum provided or posted. Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

All documents listed in [Section 3.2](#), [Section 3.3](#), [Section 3.4](#), [Section 3.5](#), and [Section 3.6](#) must be received no later than the Proposal Due Date and Time specified in [Section 2.1](#) at the address listed in [Section 2.1.1](#).

All proposals must be submitted in envelopes that are sealed. The outside of envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

Proposals received prior to the proposal due date that are marked properly will be securely kept, unopened until the proposal due date. Late proposals will not be considered.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the proposal due date. All amendments must be in writing and received by the Court prior to the proposal due date.

A vendor may withdraw its proposal at any time prior to the proposal due date by notifying the Submittal Contact listed in [Section 2.1.1](#) in writing of its withdrawal. Amendments or withdrawals offered in any other manner, than described above will not be considered. Proposals cannot be amended or withdrawn after the proposal due date.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in [Section 2.1.1](#) in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The Court may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

The proposal must be signed by a duly authorized officer or employee of the vendor. Proposals will be valid for ninety (90) days after the proposal due date specified in Section 2.1 ("Proposal Validity Date"). In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to perspective proposers or post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal due date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any vendor.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not meet the minimum qualifications of Section 2.6. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table:

No.	Minimum Qualifications
1	Neither Contractor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government.
2	Contractor must possess a valid Contractors License issued and must have all required licenses and permits to conduct business in the State of California and must be in good standing with applicable trade associations, certification boards, or other regulatory industries.
3	Insurance minimum of \$1 million general liability and comprehensive Automobile Liability.
4	Workers Compensation Insurance. Upon request of Court, proof of such insurance shall be provided to Court by Contractor.
5	Two years of commercial carpet installation experience at a level consistent with the scope and requirements of this project.
6	The successful bidder will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.
7	Prevailing Wage Rates. Contractor and any subcontractors to pay its employees the prevailing wage rate as determined by the Director of the Department of Industrial Relations.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/pricing factors
- b. Experience on similar projects
- c. Ability to meet timing requirements
- d. References

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment is made based upon completion of tasks as provided in the contract between the Court and selected vendor.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract, provide Certificates of Insurance, and furnish Performance and Payment Bonds within fifteen (15) business days of award. The period for execution of the Contract may be changed by mutual consent of the parties. Contracts are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.10.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the proposal due date.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.10.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposal section of this RFP who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the Court will not consider such new grounds or new evidence.

2.10.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the Court may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.10.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

2.11 General Instructions for Pricing

Vendor must submit pricing as required by Section 3.4, Price Sheet. Vendors chosen for contract negotiations will be responsible for ensuring that pricing in contract documents do not conflict with prices submitted in response to this RFP.

Pricing should include all anticipated charges, including but not limited to, freight and delivery, insurance, bonds, cost of materials, travel expenses, overhead, profits, and other costs or expenses incidental to the vendor's performance.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

III. Proposal Format

3.1 Proposal Checklist

The following is a checklist of the required information and documents that must be provided in proposal submissions. All documents must be provided, or the proposal will be incomplete and the Court will not consider the proposal.

- 3.2 General Requirements and Vendor Certification Form
- 3.3 References and Qualifications
- 3.4 Price Sheet
- 3.5 Subcontractor List
- 3.6 Proposal Summary

3.2 General Requirements and Vendor Certification Form

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor and any subcontractors to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations.

The Contractor agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general, and auto liability insurance; workers compensation insurance; and such other insurance that will protect him from claims for damages and personal injury. The certified copies, certificates, and additional endorsements, will be filed at the time of the execution of the contract.

The Contractor will be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract at the time of execution of the contract.

The Contractor shall execute the contract, including but not limited to signing all the necessary documents, submitting all required bonds and evidences of insurance, and provide a list of employees for security background check within fifteen days after notice of award.

Signature

Printed Name

Title

Date

3.3 References and Qualifications

1. Number of years in business under current name: _____ (years)

2. Largest dollar value contract/project your company has been involved in:
\$ _____ (estimated)

3. List three references of similar scope of work your company has completed in the last three years:

A. Business/Agency Name: _____
Contact Person: _____
Phone Number: _____
Type of Project: _____

B. Business/Agency Name: _____
Contact Person: _____
Phone Number: _____
Type of Project: _____

C. Business/Agency Name: _____
Contact Person: _____
Phone Number: _____
Type of Project: _____

4. Additional information that demonstrates the Contractors ability to perform RFP requirements:

3.4 Price Sheet

RFP Number: 08RFP03-FAC
Project: Court Floor Renovation: Carpet Installation
Location: 3501 Civic Center Drive, San Rafael, CA 94903

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Federal Tax ID Number _____

License No. _____

1. BASE PROPOSAL (Lump Sum): All required labor, materials, transportation, equipment, incidentals, and services required to complete the installation of carpet consisting of an assumed "Carpet Proposal Quantity" of 3200 square yards, including furnishing to the Owner the specified amount of extra carpet stock for Owner's maintenance and repair purposes, complete for the sum of _____ Dollars (\$ _____). **Note: Refer to Paragraph 1.05 A of Section 09680 of the Specifications for definition of "Carpet Proposal Quantity".**

2. ADDITIVE PRICE (Unit Price per Square Yard): To adjust the contract sum in the event that it is determined after detailed field measurements are taken and all areas calculated precisely that the "Actual Carpet Installation Quantity" will be in excess of the assumed "Carpet Proposal Quantity" on which the Base Proposal is based, all required labor, materials, transportation, equipment, incidentals, and services required to complete the installation of any carpet in excess of the assumed "Carpet Proposal Quantity" for an additional sum of _____ Dollars (\$ _____) for each such additional square yard. **Note: Refer to Paragraphs 1.05 A and 1.05 B of Section 09680 of the Specifications respectively for definitions of "Carpet Proposal Quantity" and "Actual Carpet Installation Quantity".**

3. DEDUCTIVE PRICE (Unit Price per Square Yard): To adjust the contract sum in the event that it is determined after detailed field measurements are taken and all areas calculated precisely that the "Actual Carpet Installation Quantity" will be fewer square yards than the assumed "Carpet Proposal Quantity" on which the Base Proposal is based, a reduction of _____ Dollars (\$ _____) shall be made for each such square yard fewer than the amount of the "Carpet Proposal Quantity". **Note: Refer to Paragraphs 1.05 A and 1.05 B of Section 09680 of the Specifications respectively for definitions of "Carpet Proposal Quantity" and "Actual Carpet Installation Quantity".**

4. CARPET OVERAGE PRICE TO PURCHASE (Unit Price per Square Yard): If additional carpet yardage, up to a maximum of 2% of the "Minimum Carpet Purchase Quantity" is manufactured and made available to Owner for purchase for Owner's use (additional to and separate from the extra stock required to be furnished for Owner's maintenance and repair purposes), Bidder agrees to furnish, and Owner would purchase said carpet overage yardage with funds drawn from the "Carpet Overage Purchase Allowance" established in the contract, for the amount of _____ Dollars (\$ _____) for each such additional square yard, representing Contractor's direct cost for purchase, transport, and delivery of such carpet, including sales tax. (Any overhead and profit or other mark-up that Contractor elects to include in his proposal shall be included in other categories of the project cost breakdown and not included in the unit price proposed in this paragraph.) **Note: Refer to Paragraph 1.05 C of Section 09680 of the Specifications for definition of "Minimum Carpet Purchase Quantity".**

Signature

Printed Name

Title

Date

3.5 List of Subcontractors

In compliance with the provisions of Section 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name and address of each subcontractor who will perform work or labor, or render services to the Contractor in an amount greater than one-half of one percent (1/2%) of the total bid. If the undersigned fails to specify a subcontractor for any work to be performed under the Contract, the undersigned agrees to perform the work.

A. Subcontractor: _____
Address: _____
Category of Work: _____

B. Subcontractor: _____
Address: _____
Category of Work: _____

C. Subcontractor: _____
Address: _____
Category of Work: _____

Signature

Printed Name

Title

Date

General Terms and Conditions

1. Accounting

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. **Audit.** Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. **Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

A. **Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. **Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

Contractor's signature on the cover page shall also serve as certification for the following paragraphs, A-F.

A. **ADA Compliance.** Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. **FEHA Compliance.** Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. **Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. **Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. **National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

- F. **Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

6. **Changes in Work; Stop Work**

A. **Changes in Work.**

- A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in the Specifications, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.
- A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:
- a) a description of the proposed change and the reasons for the change;
 - b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
 - c) a statement of the expected impact on schedule.
- A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.
- A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. **Stop Work.**

- B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.
- B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).
- B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.
- B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.
- B.5. Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. **Confidential Information**

- A. **Requirements of Strict Confidence.** While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.
- B. **Permissible Disclosures.** Contractor may disclose Court's Confidential Information on a “need to know” basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. Conflict of Interest.

- A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.
- A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.
- A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:
 - a) use of an official position with the government for private gain;
 - b) preferential treatment to any particular person associated with this Work or Agreement;
 - c) impairment of Court's independence or impartiality;
 - d) a decision made outside official channels; or
 - e) adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

- B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.
- B.2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit C (Payment).

- A. **Payment Does Not Imply Acceptance of Work.** Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.
- B. **Disallowance.** If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. Independent Contractor.

- A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in the Specifications, Contractor has no authority or responsibility to exercise any rights or power vested in Court.
- A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.
- A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

- B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

- B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.
- B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.
- B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.
- C. **Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in the Specifications, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.
- D. **Permits, Laws, and Regulations.**
 - D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.
 - D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.
- E. **Subcontracting.**
 - E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.
 - E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.
- F. **Signature Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. **Dispute Resolution**

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

- A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer ("CEO") or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.
- A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:
 - a) provide detailed factual information;
 - b) identify the specific provisions in this Agreement on which any demand is based;
 - c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A. Force Majeure events include, but are not limited to:

1. catastrophic acts of nature, or public enemy;
2. civil disorder;
3. fire or other casualty for which a party is not responsible; and
4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

A. **General Insurance Requirements.** Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.

3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00**. for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
 4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
 5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.
- C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.
- D. **Endorsements; Additional Insureds.**
The General Liability policy will contain, or be endorsed to contain, the following provisions:
1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;
 2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;
 3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;
 4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;
 5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;
 6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.
- E. **Waiver of subrogation.** Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.
- 15. Limitation of Liability**
Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.
- 16. Modification.**
No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Statement of Work).
- 17. Prohibited Bids for End Product of this Agreement**
No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

19. Scope of Work; Acceptance

- A. **Scope of Work.** Contractor will perform and complete all Work described in Section IV - Specifications, in compliance with the requirements of this Agreement, and to the satisfaction of Court.
- B. **Acceptance.**
 - B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court's Project Manager. The Court's Project Manager will apply the acceptance criteria set forth in the Specifications, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work..
 - B.2 Project Manager shall use the Acceptance and Sign-off Form to notify the Contractor of acceptance or non-acceptance.
 - B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.
- C. **Prior Work.** Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.
- D. **Non-Exclusivity.** This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

20. Standard of Performance; Warranties

- A. **Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.
- B. **Warranties.**
 - B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.
 - B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.
 - B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.
 - B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has been approved and accepted by Court.
- C. **Personnel Requirements.**
 - C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.
 - C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.
 - C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.
- D. **Background Checks.** For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court

will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

21. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties .

22. Termination

A. **Termination for Cause.** Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. **Termination for Convenience.**

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. **Effect of Termination.**

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence. Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; Severability

A. **Waiver of Rights.** Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. **Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

- B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.
- C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

Supplemental Terms and Conditions
Contract Number 08FAC03

1. Pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, it shall be mandatory upon the Contractor and any subcontractors to pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor will be required to submit weekly certified payrolls to verify compliance.
2. The Contractor agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general, and auto liability insurance; workers compensation insurance; and such other insurance that will protect him from claims for damages and personal injury. The certified copies, certificates, and additional endorsements, will be filed at the time of the execution of the contract.
3. Security background check. Prior to contract Contractor will submit list of employees assigned to the project. Employees will be required to fill out an authorization to perform a background check.
4. The Contractor will be required to furnish a Performance Bond and Labor and Materials Payment Bond, each for an amount equal to one hundred percent (100%) of the total amount of the contract at the time of signing the Contract.
5. Method of Payment. Contractor shall submit invoices after completion of requisite tasks, or periodically, but no more than once monthly. After receipt of invoice, the Court will approve the invoice for payment, or provide Contractor with specific reasons why any payment is being withheld, and those remedial actions required for Contractor to receive the withheld amount.
6. Liquidated Damages. In the event that the Contractor fails to satisfactorily complete the work provided for under this contract, on or before _____, the Court shall deduct from the payments due the Contractor each month, the sum of two hundred dollars (\$200.00) per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction.

**Carpet Replacement for Existing Facilities for
Marin County Superior Court**

-

Courts Floor

**Hall of Justice, Marin County Civic Center
San Rafael, CA**

SPECIFICATIONS

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DIVISION 1 AND TECHNICAL SPECIFICATION SECTIONS

Carpet Replacement for Existing Facilities for Marin County Courts

Hall of Justice, Marin County Civic Center San Rafael, CA

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- 01019 Contract Considerations (Cash Allowance)
- 01090 Reference Standards
- 01200 Project Meetings
- 01300 Submittals
- 01400 Quality Control
- 01500 Construction Facilities and Temporary Controls
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DIVISION 2 - SITE WORK

None Required

DIVISION 3 - CONCRETE

None Required

DIVISION 4 - MASONRY

None Required

DIVISION 5 - METALS

None Required

DIVISION 6 - WOOD AND PLASTIC

None Required

DIVISION 7 - THERMAL AND MOISTURE CONTROL

None Required

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None Required

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- 09680 Carpet

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None Required

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None Required

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None Required

DIVISION 13 - SPECIAL CONSTRUCTION
None Required

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None Required

DIVISION 15 - MECHANICAL
None Required

DIVISION 16 - ELECTRICAL
None Required

Section 01005
ADMINISTRATIVE PROVISIONS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Title of Work, and Type of Contract.
- B. Work Sequence.
- C. Contractor Use of Premises
- D. Owner Occupancy.
- E. Closing of Public Thoroughfares
- F. Coordination.
- G. Reference Standards.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises replacement of all existing carpet with new, specified materials within the facilities operated and occupied by the Marin Superior Court on the Courts Floor of the Hall of Justice at the Marin County Civic Center, except for excluded areas described in the following Paragraph.
- B. Specifically EXCLUDED from the work of this Contract are the following:
 - 1. No carpet replacement is to be performed within public or staff areas in or associated with Courtrooms N, O, and P or the Municipal Court Clerk's office otherwise known as "Room C-10" or the adjacent "Phone Room". The excluded areas extend generally southward from the service elevator location.

1.03 CONTRACT METHOD

- A. Complete the Work under a single lump sum contract.
- B. Payment for any overage of manufactured carpet delivered to Owner (above and beyond the specified extra stock required to be furnished to Owner for maintenance purposes) shall be drawn from the cash allowance established for such purchase under Section 01019, subject to execution of a payment release authorization there for in the form of a contract change order.

1.04 CONTRACTOR USE OF PREMISES

- A. Contractor shall limit all work activities and use of premises so as not to interfere with or disrupt Owner's occupancy and public access. All carpeting

work, as well as any other associated activities producing noise levels greater than those of normal office activities, shall be performed only between the hours of 5:00 P.M. and 1:00 A.M. on weekdays and 5:00 P.M. Friday afternoons and 5:00 P.M. the following Sundays. Exceptions to this restriction would be limited to any such unique activities which, by their nature can be demonstrated to the owner's representative to be absolutely, unavoidably performed during normal business hours, and any such exceptions, subject to prior approval by Owner's representative and scheduled sufficiently in advance for Owner to coordinate its operations around such disruptive activities. Contractor shall include as part of his Bid the costs associated in scheduling work in accordance with the limitations set forth in this subparagraph.

- B. Whenever this Contractor shall perform work during such non-business hours or on a legal holiday, he shall give notice to the Engineer of such intention 24 hours prior to performing such work, or such longer period as may be specified, so that the County may make appropriate arrangements.
- C. Limit work, preparation, storage of materials, equipment accessories and access routes to those areas designated by Owner. Adequate space will be provided for Contractor's purposes in the storage of material and equipment.
- D. Delivery to the project site of large or cumbersome materials or equipment may be accomplished via the Hall of Justice loading dock and service elevator or via the doors along the west balcony of the Courts Floor of the Hall of Justice. Arrangements shall be made with the Capital Projects Division of the Department of Public Works. Protect all landscaping and building elements from damage as elsewhere required in these Contract Documents. An elevator key will be issued to the Contractor for the duration of the Project, which shall be signed for, kept in the possession of the Contractor or his superintendent at all times, and returned upon completion of the work.
- E. Coordinate use of premises under direction of Owner.
- F. The Contractor is cautioned to provide for the security of any stored property. The County will accept no responsibility for damage or loss due to vandalism, theft or any other cause.

1.05 OWNER OCCUPANCY AND SEQUENCING OF WORK

- A. Owner will occupy and conduct its normal operations in all areas during entire period of construction. Cooperate with Owner to avoid conflicts and to facilitate Owner's ongoing operations. Owner will suspend activities in various areas progressively so as to facilitate Contractor's fulfillment of this Contract. Actual sequencing of work in the various areas shall be established by the Contractor and Owner as a joint scheduling effort, such that the entire installation may be completed progressively without suspension by Contractor of his operations.

1.06 POSTING OF MATERIALS INFORMATION

- A. All materials utilized in the construction process or incorporated into the project shall have information posted on the premises where the Contractor's operations are conducted in performing the Work of this project.
- B. Manufacturer's Safety Data Sheets shall be posted in accordance with OSHA's "Hazard Communication Standard", in a manner so as to be clearly visible to persons passing by the project sites.

1.07 CLOSING OF PUBLIC THOROUGHFARES

- A. Schedule activities so as not to interfere with use of pedestrian or automobile traffic. Obtain approval and direction from the Department of Public Works for temporary closures for the necessary execution of the Work. Provide barriers and safety devices as may be required by the Department of Public Works.

1.08 COORDINATION

- A. General provisions of the Contract, including General Conditions and this Division 1, apply to Work of all Sections.
- B. The entire Work comprising this project, as set forth herein and under Section 09680 shall be considered required under the Base Bid.
- C. Coordinate work to assure efficient and orderly sequence of removal of existing carpet, preparation of surfaces and installation of new carpet. Give ample advance notification to Owner concerning Owner's need to store any furnishings or other fragile belongings that cannot be adequately protected, temporarily moved or otherwise accommodated within rooms that are to be recarpeted. Protect and safeguard against any damage or loss of Owner's property.

1.09 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes. The date of the standard in effect is that as of the Bid date, except when a specific date is specified.
- B. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.
- C. In the event that referenced specifications or standards contain general requirements in conflict with the General Conditions or individual Sections of the Specifications, the provisions of the Contract Documents shall govern.
- D. If conflicts exist between regulations, manufacturer's specifications, codes, these Specifications, and governing agencies, the most restrictive shall apply. Nothing in these Specifications is to be construed to permit work not conforming to code.

- E. Where not otherwise covered by specific direction, reference or instruction, the Work shall be governed by the best trade practices.
- F. All work shall be performed in strict accord with the latest applicable codes and regulations, including, but not necessarily limited to:
 - 1. Cities and County of Marin, and California Fire Marshals.
 - 2. California Occupational Safety and Health Act (CAL/OSHA).
 - 3. California Building Code (CBC), being part of the California Building Standards Code, Title 24 of the California Administrative Code
 - 4. Safety Orders of the California State Division of Industrial Safety.
 - 5. National Board of Fire Underwriters (NBFU).
 - 6. National Fire Protection Association (NFPA).
 - 7. Underwriters' Laboratories, Inc. (UL).
 - 8. ADA Accessibility Guidelines (ADAAG)
 - 9. Cities and County of Marin Building Ordinances.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01005

Section 01019
CONTRACT CONSIDERATIONS (CASH ALLOWANCE)

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Delivery to Owner of carpet overage.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals, Schedule of Line Item Values.
- B. Section 09680 - Carpet, Calculation of Minimum Carpet Order Quantity and Delivery of Overage Yardage to Owner.

1.03 CASH ALLOWANCE

- A. Costs Included in Allowance: Cost to Contractor of products, including delivery and handling, labor for unloading at Owner's loading dock, and applicable taxes.
- B. Architect Responsibilities:
 - 1. Consult with Contractor to determine amount of carpet overage that Contractor shall deliver to Owner.
 - 2. Assist Owner in preparation of change order.
- C. Contractor's Responsibilities:
 - 1. Advise amount of carpet overage that Contractor shall deliver to Owner.
 - 2. Execute change order with Owner that reflects costs associated with carpet overage to be furnished to Owner.
- D. Owner's Responsibilities:
 - 1. Prepare and execute change order for delivery to Owner by Contractor of any carpet overage, based upon unit price stated in Contractor's proposal.
 - 2. Coordinate with Contractor to receive delivery of carpet overage.
- E. Funds, up to the maximum amount stipulated, shall be drawn from the Carpet Overage Delivery Allowance only upon execution of a contract change order.

1.04 CARPET OVERAGE DELIVERY ALLOWANCE

- A. Costs included in the Allowance:
 - 1. Based upon the approved Minimum Carpet Purchase Quantity, carpet yardage up to an additional 2% thereto may be required to be purchased by Contractor as a condition of transacting the custom manufacturing order.

Payment for furnishing to the Owner such overage yardage, if any, shall be calculated from the unit price set forth in Contractor's proposal.

2. Allow the sum of \$1,800 as the maximum amount to be paid for furnishing up to 2% overage above the approved Minimum Carpet Purchase Quantity, should such yardage be manufactured and made available to the Owner. Any produced overage yardage which exceeds 2% of the Minimum Carpet Purchase Quantity shall not be the responsibility of the Owner to purchase.
- B. Funds shall be drawn from the carpet overage delivery allowance only upon authorization in the form of an executed change order. Any monies left in the carpet overage delivery allowance as results of production of overage yardage amounting to less than 2% of the Carpet Order Quantity shall remain unpaid upon completion of this contract and be retained by Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01019

Section 01090
REFERENCE STANDARDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Applicability of Reference Standards.
- B. Provision of Reference Standards at site.
- C. Acronyms used in Contract Documents for Reference Standards. Source of Reference Standards.

1.02 RELATED REQUIREMENTS

- A. General Conditions: Reference Standards.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. When required by individual Specifications section, obtain copy of standard. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.

1.04 SCHEDULE OF REFERENCES

- | | |
|-------|------------------------------------------------------------------------------------------------------------------------------------|
| AATCC | American Association of Textile Chemists and Colorists
One Davis Drive
PO Box 12215
Research Triangle Park, NC 27709-2215 |
| AGC | Associated General Contractors of America
1957 E Street, N.W.
Washington, DC 20006 |
| AISI | American Iron and Steel Institute
1000 16th Street, N.W.
Washington, DC 20036 |

ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
CRI	The Carpet and Rug Institute 730 College Drive Dalton, GA 30720
FS	Federal Specification General Services Administration - Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
IAPMO	International Association of Plumbing and Mechanical Officials 5032 Alhambra Avenue Los Angeles, CA 90032
ICBO	International Conference of Building Officials (UBC) 5360 South Workman Mill Road Whittier, CA 90601
ISO	International Organization for Standardization 1, ch. de la Voie-Creuse Case Postale 56 CH-1211 Geneva 20, Switzerland
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
NEMA	National Electrical Manufacturers' Association 2101 L Street, N.W. Washington, DC 20037

NFPA National Fire Protection Association
Battery March Park
Quincy, MA 02269

PDCA Painting & Decorating Contractors of America
1801 Park 270 Drive, Ste 220
St. Louis, MO 63146

SMACNA Sheet Metal and Air Conditioning Contractors'
National Association
8224 Old Court House Road
Vienna, VA 22180

UL Underwriters' Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

WI Woodwork Institute
PO Box 980247
West Sacramento,, CA 95798

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01090

Section 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor participation in preconstruction conference.
- B. Contractor administration of progress meetings.

1.02 RELATED REQUIREMENTS

- A. Instructions to Bidders: Pre-Bid Conference.
- B. Section 01005 - Administrative Provisions: Coordination of Work.
- C. Section 01300 - Submittals: Progress Schedules.
- D. Section 01300 - Submittals: Shop drawings, product data, samples and photographic documentation of existing conditions.
- E. Section 01400 - Quality Control.
- F. Section 01700 - Contract Closeout: Project record documents.

1.03 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule conference within 15 days after notice of award.
- B. Attendance: Owner, Architect, and Contractor.
- C. Agenda:
 - 1. Submittal of executed bonds and insurance certificates.
 - 2. Execution of Owner-Contractor Agreement.
 - 3. Distribution of Contract Documents.
 - 4. Submittal of list of products, schedule of values, and progress schedule.
 - 5. Designation of responsible personnel.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, change orders, and Contract closeout procedures.
 - 7. Scheduling.

- D. Owner will administer site mobilization conference at Project Site for clarification of Owner and Contractor responsibilities in use of site and for review of administrative procedures.

1.04 PROGRESS MEETINGS

- A. Schedule and administer project meetings throughout progress of Work at approximately weekly intervals.
- B. Prepare agenda, preside at meetings, record minutes, and distribute copies within two days to Architect, participants, and those affected by decisions made at meetings.
- C. Attendance: Job superintendent, major subcontractors and suppliers, Owner and Architect, as may be appropriate to agenda topics for each meeting.
- D. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery of schedules, submittals, maintenance of quality standards pending changes and substitutions, and other items affecting the progress of Work.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01200

Section 01300
SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules.
- C. Schedule of Values.
- D. Shop Drawings and/or Photographic Documentation of Existing Conditions.
- E. Product Data.
- F. Samples.
- G. Manufacturer's Instructions and Certificates.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Article 1.09, Coordination.
- B. Section 01019 - Contract Considerations (Cash Allowance), Cash allowance.
- C. Section 01600 - Material and Equipment: Contractor's list of Products.
- D. Section 01700 - Contract Closeout: Closeout materials delivery.

1.03 PROCEDURES

- A. Deliver submittals to Architect via the Superior Court of California, County of Marin executive officer's office at the address listed in *Notice to Contractors*.
- B. Transmit each item under Architect-accepted form. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number and/or Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect review stamps.
- C. Submit initial progress schedules and schedule of values in duplicate within 15 days after date of Owner-Contractor Agreement. After review by Architect, revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.

- E. After Architect review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit horizontal bar chart with separate bar for each major operation, identifying first workday of each week.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentage of completion for each item of Work as of time of each Application for Progress Payment.
- C. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates, including those furnished by Owner as well as any covered under any Allowance.

1.05 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 or an approved equivalent form
- B. Format: Follow Table of Contents of these specifications to identify each line item with number and title of the major Specification Sections.
- C. Include in each line item a directly proportional amount of Contractor's overhead and profit attributable to such line item of work, except for the following:
 - 1. The cash allowance established under Section 01019 shall apply only to the Contractor's direct costs for items or work that shall be paid for by Owner out of the designated reserve allowance. Any payment for overhead or profit pertaining to administrative tasks associated with obtaining payments out of the cash allowance that Contractor elects to include as part of his Proposal shall be included elsewhere in the Schedule of Values.
- D. Revise schedule to list change orders, for each application for payment.

1.06 SHOP DRAWINGS AND/OR PHOTOGRAPHIC DOCUMENTATION OF EXISTING CONDITIONS

- A. It is a requirement of this contract that the replacement installation of carpet shall duplicate in every way all details of the existing installation, except where specifically specified otherwise in Section 09680. Documentation of all such existing details shall be prepared and provided by the Contractor in advance of any removal of existing carpet materials.

- B. Refer to Section 09680 for specific details concerning Contractor's use of shop drawings and/or photographic surveys of existing conditions for purposes of establishing by this submission all details of the installation of new carpet.
- C. Submit shop drawings and/or sets of photographs in quantities that provide such number as Contractor shall require returned to him plus two copies that will be retained, one for Architect and one for Owner.

1.07 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- B. Submit the number of copies that Contractor requires plus two copies that will be retained, one for Architect one for Owner.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installing, adjusting, and finishing, in quantities specified for product data.

1.09 SAMPLES

- A. Submit samples for verification of carpet construction and colors within 30 days after date of Contract.
- B. Include identification on each sample, giving full information.
- C. Submit samples in a quantity that is three more than the Contractor requires returned to him for his purposes. One sample will be retained for Architect; one for the Department of Public Works; and one for the Courts Administrator.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01300

Section 01400
QUALITY CONTROL

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Article 1.09, Coordination.
- B. Section 01090 - Reference Standards: Applicability of specified reference standards.
- C. Section 01300 - Submittals: Submittal of Manufacturer's Instructions.
- D. Section 09680 – Carpet: Independent Laboratory Testing of Floor Slabs.

1.03 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.05 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Architect before proceeding.

1.06 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

1.07 TESTING LABORATORY SERVICES

- A. Owner reserves the right to employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections or as Owner may elect for reasons of its own.
- B. Services shall be performed in accordance with requirements of governing authorities and with specific standards.
- C. Submit duplicate reports to Architect giving observations and results of tests, indicating compliance or non-compliance with standards or Contract Documents.
- D. Cooperate with Testing Laboratory personnel.
- E. Testing of Concrete Floor Slabs to Receive Carpet:
 - 1. Moisture emissions tests per ASTM F 1869 test procedure using anhydrous calcium chloride test kit.
 - 2. Alkalinity tests shall be conducted on floor areas only after all adhesives, coatings, curing compounds or other substances that may affect the rate of moisture dissipation have been removed. Once test areas are so prepared, conduct testing as follows:
 - a. Abrade the surface by scratching into the slab at least 1/32", but not more than 1/8".
 - b. Apply a small amount (approximately 1" in diameter) of de-ionized or distilled water.
 - c. Allow the water to stand for 60 seconds.
 - d. Dip the 0-14 pH test strip into the puddle and remove immediately.
 - e. Compare to the test kit's associated pH chart to determine pH.
 - f. At least one pH test shall be performed for every 1,000 square feet of area to receive carpet.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

01400-2

END OF SECTION 01400

Section 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Electricity, Lighting.
- B. Heat, Ventilation.
- C. Telephone Service.
- D. Water.
- E. Sanitary Facilities.
- F. Barriers.
- G. Protection of Installed Work.
- H. Noise Control.
- I. Cleaning During Construction.
- J. Dust and debris control.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Contractor use of premises and Article 1.09, Coordination.
- B. Section 01700 - Contract Closeout: Final cleaning.

1.03 ELECTRICITY, LIGHTING

- A. Connect to existing service. Use construction-type power cords. Provide temporary lighting for construction operations. Owner will pay costs of electricity used.

1.04 HEAT, VENTILATION

- A. Coordinate use of existing facilities with Owner; extend and supplement with temporary units as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity. Owner will pay costs of energy used.

- B. Provide ventilation of enclosed areas to cure materials, disperse humidity, and prevent accumulations of dust, fumes, vapors, or gases.

1.05 TELEPHONE SERVICE

- A. Public telephones are available for Contractor's use.

1.06 WATER

- A. Connect to existing facilities; extend branch piping with outlets located so that water is available by use of hoses. Owner will pay for water used.

1.07 SANITARY FACILITIES

- A. Designated existing facilities may be used during construction operations; maintain in sanitary condition.

1.08 BARRIERS

- A. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

1.09 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings. Protect finished floors, carpet, and stairs from traffic, movement of heavy objects, and storage.

1.10 PROTECTION OF EXISTING BUILDING AND CONTENTS

- A. Take proper precaution to prevent damage to the existing building. Protect portions of the buildings along access routes during delivery of materials using wood, padding and clean tarpaulins to prevent chipping, marring, gouging, soiling, staining or other damage.
- B. Within project area, carefully position existing window drapery sections and drapery hardware cords, etc. away from floor surfaces to be recarpeted and wrap or otherwise protect from any soiling, dust deposits, or other damage as results of work performed under this Contract.

- C. Review access routes for delivery of materials, tools, and other carpeting installation equipment with Owner and submit protection measures for Owner's review prior to delivery. Approval of proposed methods shall not relieve Contractor of full responsibility to repair perfectly, at no cost to Owner, all damage caused by his activities to the satisfaction of the Architect and in accordance with his instructions.

- D. Take precaution to evenly distribute materials stored within the building, prior to installation into the Work, so the floor is not subjected to loading in excess of fifty (50) pounds per square foot of floor area, except for slab-on grade locations, where loading may be greater.

1.11 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; dispose of off-site.
- B. Clean interior areas prior to start of carpeting work; maintain areas free of dust and other contaminants during all operations.
- C. At the conclusion of each day's work, all loose material and equipment shall be collected and stored as hereinafter provided, and all debris shall be cleaned up and removed from the Site.
- D. In consideration that the Work shall be performed in an occupied facility, the Contractor shall exercise strict cleanliness control whenever engaged in sanding, scraping or similar dust producing work. Excessively drifting dust or tracking of dust within the building will not be permitted.
- E. The building and grounds shall be kept clean at all times. After completion of the Contract and before receiving the final payment, the Contractor shall have all parts of the site cleaned wherever such cleaning is needed as a result of work performed on the Project.
- F. Upon final acceptance of the Work, all tools, containers and equipment, and all rubbish and debris resulting there from, shall have been removed from the premises. All defects and blemishes shall have been touched up and all finger marks removed. The entire area where the Work was performed shall be left perfectly clean with respect thereto.

1.12 DUST AND DEBRIS CONTROL

- A. Be responsible for dust and debris control during entire contract period. Maintain reasonably dust free condition in access route areas as well as within enclosed areas.

1.13 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Restore facilities used during construction as specified or to their original condition.

1.14 NOISE CONTROL

- A. Owner will occupy premises during entire period of construction. To facilitate the Owner's work, limit any noise activities to the following:
 - 1. After 5:00 p.m.
 - 2. Before 12:00 midnight.
 - 3. Over weekends, between 5:00 p.m. Friday and 5:00 p.m. Sunday.
- B. All Contractor's employees shall conduct themselves in a quiet and considerate manner. No radios or boisterous activity will be permitted, and all unnecessary noise shall be kept to a minimum.

1.15 OBSTRUCTIONS

- A. No material or other obstruction shall be placed within fifteen (15) feet of fire hydrants, which must be at all times readily accessible to the Fire Department.
- B. The Contractor shall observe all ordinances and laws in relation to the obstruction of streets, sidewalks and driveways, as well as in keeping open all exit corridors and passageways and so as to ensure emergency egress and public safety.

1.16 FIRE CONTROL

- A. No open fires will be permitted on the Site.
- B. Approved and sufficient fire extinguishing equipment must be provided at each location of the Work whenever volatile materials or solvents are used or sanding or other fire hazardous operations are employed.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

01500-4

Not Used

END OF SECTION 01500

Section 01600
MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Products List.
- F. Substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 01005 - Administrative Provisions: Reference standards and Article 1.09, Coordination.
- B. Section 01400 - Quality Control: Submittal of manufacturers' certificates.

1.03 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

1.04 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in dry, undamaged condition in manufacturer's unopened containers or packaging.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.05 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges recommended by manufacturer.
- B. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.06 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Products Specified by Naming Several Manufacturers: Any one of the named manufactures.
- D. Products of Named Manufacturers Meeting Specifications: No options, no substitutions allowed.
- E. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

1.07 PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1.08 LIMITATIONS ON SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.

4. Waives claims for additional costs that may subsequently become attributable to the procurement of the product or material.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. Owner will determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- E. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01600

Section 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Closeout Procedures.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Warranties and Bonds.
- F. Spare Parts and Maintenance Materials.

1.02 RELATED REQUIREMENTS

- A. Section 01500 - Construction Facilities and Temporary Controls: Cleaning during construction.

1.03 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. Owner will progressively reoccupy completed portions of Project for the purpose of conduct of business, in advance of issuance of a Certificate of Substantial Completion. Prior to such re-occupancy, an inspection shall be conducted jointly by the Owner and/or Architect and the Contractor, and any deficient aspects shall be identified for correction on a "Punch List" prepared for the area in question. Prior or after Owner's re-occupancy of such areas, the Contractor shall remedy any deficient conditions to the satisfaction of the Owner, and final payment shall be made only after all such identified conditions are rectified.
- C. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- D. In addition to submittals required by the conditions of the Contract, submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

1.04 FINAL CLEANING

- A. Execute for each area prior to inspection and re-occupancy by Owner.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances polish transparent and glossy surfaces.
- C. Where drapery has been wrapped and hardware protected, remove protection and position drapery units in normal, open positions and reinstall any removed hardware. Ensure drapery is dust-free.
- D. Clean project area; damp mop non-carpeted floors to dust free condition.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Project areas and from the site.

1.05 PROJECT RECORD DOCUMENTS

- A. At Contract closeout, submit any required documents with transmittal letter containing date, project title, Contractor's name and address, list of documents, and signature of Contractor.

1.06 WARRANTIES AND BONDS

- A. Provide duplicate, notarized copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01700

Section 09680
CARPET

PART 1 GENERAL

1.01 GENERAL PROVISIONS

- A. The General Conditions and Division 1, General Requirements, apply to the work under this Section.

1.02 SECTION INCLUDES

- A. Field measurement of areas and verification of required quantities.
- B. Removal of existing carpet, including carpet adhesive where present.
- C. Surface preparation, including filling of any rough or uneven floor conditions.
- D. Installation of commercial modular carpet tile and sheet goods broadloom carpet.
- E. Protection of adjacent surfaces and installed carpet and clean-up.
- F. Delivery to Owner of extra stock of carpet materials for replacement inventory.

1.03 WORK NOT INCLUDED

- A. No carpet replacement is required generally southwards from the service elevator location. See Paragraph 1.02 B of Section 01005.

1.04 RELATED SECTIONS

- A. Section 01005 – Administrative Provisions, Article 1.05, Owner Occupancy and Sequencing of Work and Article 1.09, Coordination.
- B. Section 01019 – Contract Considerations (Cash Allowance), Cash Allowance for Purchase by Owner of Carpet Overage Yardage.
- C. Section 01400 – Testing, Tests for Moisture Emissions and Alkalinity in Concrete Floor Slabs. (Owner will pay for any services of an independent testing laboratory if such are deemed desirable to be performed.)
- D. Section 01700 – Contract Closeout, Article 1.04, Final Cleaning.

1.05 DEFINITIONS

- A. Carpet Proposal Quantity: Proposals shall be based on the assumed quantity of 3,200 net sq. yards of commercial carpet tiles and sheet goods carpet, installed in those areas designated by the Owner to receive carpet under this contract. In addition, 2% of each type of carpet used shall be delivered to the Owner as extra stock (64 sq. yards). Bidders shall also cover in their proposals all costs for

waste allowances and to purchase production run overage of up to 2% of the ordered quantity. Accordingly, proposals shall take into consideration that the assumed installation of 3,200 net sq. yards shall require purchase of a production run of custom color carpet falling within a range of 3,264 to 3,330 sq. yards, with those figures adjusted upwards as bidders deem it appropriate to allow for installation waste for each type of carpet involved in the installation.

- B. Actual Carpet Installation Quantity: After the contract is signed and as the first order of business, the winning bidder (Contractor) shall take detailed field measurements of all areas to receive replacement carpet and develop calculations to establish the actual required net installed quantities of each type of carpet (carpet tile and sheet goods carpet). The sum of these two figures shall determine the “Actual Carpet Installation Quantity”. To the extent that this quantity differs from the “Carpet Proposal Quantity” of 3,200 net sq. yards, an adjustment to the contract amount shall be made based on the applicable unit price provided by the Contractor in his proposal by execution of an initial contract change order.
- C. Minimum Carpet Purchase Quantity: The sum of the “Actual Carpet Installation Quantity” plus 2% extra stock for delivery to Owner. (This quantity does not include any production run overage or the Contractor’s calculated waste allowances.)
- D. Commercial Carpet: Carpet intended for use in commercial and public spaces, with appropriate construction, fire ratings, static control and appearance.

1.06 QUALITY ASSURANCE

- A. Manufacturer: Provide only products of the manufacturer named hereinafter.
- B. Installation Provider:
 - 1. The installation provider shall be directly responsible for the quality of the completed carpet installation, including both the quality of the materials and labor used in the installation. The installation provider shall directly warrant to owner that all products, materials and services related to the carpet installation (including carpet materials as well as any adhesive(s) and/or other products or materials used or incorporated into the installation) will meet the specifications set forth herein. The product warranty required herein shall be provided directly by the carpet manufacturer.
 - 2. The installation provider shall be specialized in and have at least two years of successful experience with carpet installations similar in size and complexity to the work specified in this Section. It is highly desirable that the installation provider be recommended, certified, trained by or otherwise be accepted by the carpet manufacturer as qualified to install its products.

1.07 REGULATORY REQUIREMENTS

- A. Carpet Fire Hazard Classifications:
 - 1. Passing ASTM D2859.
 - 2. ASTM E648 Radiant Panel: Not less than 0.45 watts/sq. cm., Class 1.

1.08 SUBMITTALS

- A. Submit shop drawings, photographic surveys, quantity calculations, product data and samples in accordance with Section 01300, except as specified otherwise.
- B. Calculations of Actual Carpet Installation Quantity: Submit in triplicate.
 - 1. Based on field measurement of the entire project area, prepare calculations to establish quantities of each type of carpet that will be required for completion of the project and to substantiate any adjustment in the contract amount that may be indicated by comparing the calculated “Actual Carpet Installation Quantity” with the “Carpet Proposal Quantity”.
- C. Shop Drawings and/or Photographic Documentation of Existing Conditions: Submit in accordance with Section 01300.
 - 1. Before starting installation, submit shop drawings and/or photographic documentation of existing conditions showing carpet module layouts and seaming diagrams indicating all seams and module patterns. Layout drawings shall be based on Contractor’s measurement of each room or area.
 - 2. It is the intention and requirement of this project that the installation of replacement carpeting duplicate the existing installation except for different module size and as otherwise specifically described in this Section. Accordingly, it is imperative to record in the form of a surviving document all conditions of the existing installation prior to removal of existing carpet. Photographic surveys of areas may be prepared and submitted as a partial or complete alternative for layout drawings and seaming diagrams prepared and based upon field measurement of the various areas. Such photographic surveys shall contain adequate close range detail so as to show all carpet seaming, steps, perimeters and edge conditions, etc. Due to variations in configuration of courtrooms, individual surveys of each such room will be required, and as many as 40 photographs would be envisioned as necessary to document the various conditions within each courtroom. Drawings and images shall be clearly and adequately identified, captioned and noted so as to present each abundantly clear as to location, type of carpet (modular or sheet goods stock), seaming, module layout, etc. depicted. Photographs shall be numbered and accompanied by key plans, all prepared to identify and explain clearly, using referencing methods and other notations as might be elected, the locations and details of the existing installation that are shown.
 - 3. Using the measured drawings and/or photographic surveys described above as the basis for reference, indicate any changes to seam locations or grid perimeters for modular carpet tile areas that Contractor determines will be necessary in the new replacement installation. The approach shall be to duplicate as closely as possible the existing installation when establishing seam locations in the sheet goods broadloom carpet, extent of areas of modular carpet tile, and demarcations between the two types.
 - 4. Include on shop drawings or by notations on photographs indications of all inset contrast color carpet stripes. Such inset stripes shall be installed at edges of all platforms, witness stands, and top landings and on all bottom step treads, as specified elsewhere in this Section.

- D. Product Data: Submit in accordance with Section 01300.
1. Submit manufacturers' product data, literature and installation instructions for each type of carpeting material and installation accessory required. Include installation methods for each type of substrate.
 2. Submit product data and MSDS's (Manufacturers' Safety Data Sheets) for all products that will be incorporated as part of the project installation, including all adhesives, solvents and cleaning products.
 3. In addition, submit MSDS's for adhesive removers, rinsing agents and other cleaning agents or other products that will be employed in preparing surfaces to receive this replacement carpet installation.
- E. Samples for Architect's and Owner's Verification: Prepare samples from same material to be used in installation. Submit in accordance with Section 01300.
1. Submit samples of each type of carpet material (modular and sheet goods) and color (field and platforms/steps/base carpet and contrast color inset stripes at step treads and platform edges). Sizes shall be 20-inch by 20-inch for field tiles and platforms/steps/base sheet goods carpet and in 2-inch by 18-inch for inset contrast stripe carpet. Samples shall represent each type of carpet, in each specified pattern, color and construction.
 2. Submit 12-inch long samples of exposed edge strips and accessory items.
- F. Quality Control Submittals: Submit in accordance with Section 01300.
1. Certificates: Submit manufacturer's written certification that material supplied meets or exceeds these specifications.
 2. Fiber Verification – Certification from the fiber producer verifying use of the premium branded fiber in the submitted carpet product. Fibers extruded by carpet mills are considered "unbranded" for purposes of this specification.
 3. Test Reports: Submit manufacturer's certified test results for Fire Hazard Classification (Radiant Panel and Pill Test) and other characteristics to demonstrate that carpet meets or exceeds product performance specification criteria for carpet testing set forth under Part II of this Section.
- G. Contract Closeout Submittals: Submit in accordance with Section 01700:
1. Operation and Maintenance Data: Submit two complete copies of manufacturer's recommended maintenance and cleaning instructions, including information needed for the removal of common stains from carpet, recommended cleaning frequency for maintaining optimum performance under anticipated traffic and use conditions, and precautions and methods that may be detrimental to finishes and carpet performance.
 2. Warranty: Submit two copies of warranties covering materials and installation of carpet, addressing the various considerations set forth in this Section. Upon demand, correct any condition due to faulty material of installation for duration of specified respective warranty periods.

1.09 WARRANTY

- A. Provide written warranties from the carpet manufacturer for the following carpet performance characteristics:
 - 1. Wear – Surface fiber wear shall not be more than 10% by weight in 15 years. (Note: Wear warranty shall not require the use of chair pads.)
 - 2. Static – Static generation at less than 3.0 KV at 70° F and 20% R.H. for a period of not less than 15 years.
 - 3. No delamination for a period not less than 15 years.
 - 4. No edge ravel for a period not less than 15 years.
 - 5. No dimensional instability (i.e., shrinkage, curling and doming) which adversely affects the ability of the carpet tiles to lay flat for a period not less than 15 years.
 - 6. Mold warranty.
 - 7. Dye lot mergeability warranty.
 - 8. Warranty regarding mergeability of selectively replaced carpet.
- B. Installation provider shall provide two year written warranty that all installation services have been performed in a workmanlike manner in accordance with manufacturer's recommendations and instructions and that if any conditions arise that do not meet the terms of warranty performance, then services shall be re-performed promptly to correct such conditions to the satisfaction of Owner.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site and store under provisions of Section 01600.
- B. Deliver products to site in sealed and labeled packaging; inspect to verify that products are appropriate for acceptance. Container labeling shall include the manufacturer's name and label and the following information.
 - 1. Product name or title of material.
 - 2. Product description.
 - 3. Production run numbers and dates of manufacture.
- C. Store materials under cover in well ventilated spaces as soon as delivered. Protect from damage, dirt, stains and moisture. Protect adhesives from freezing.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Coordinate with Owner's representatives to ensure that room temperatures are maintained at minimum 70 degrees F and relative humidity of approximately that at which areas normally will be maintained for at least 72 hours prior to and during installation and for at least 24 hours after installation.
- B. Allow three days for carpet materials to reach room temperature (70 degrees F minimum) before installation.

1.12 EXISTING CONDITIONS

- A. Carefully check dimensions and other conditions and be responsible for proper fitting of carpet of each type in the various areas in which carpet replacement shall be accomplished as part of this project.
- B. At proper time in advance of installation of carpet, advise Owner of need to have testing conducted on concrete floor slabs. Cooperate with Owner and Owner's testing laboratory personnel so as to ensure that adequate testing is accomplished so as to fulfill carpet manufacturer's recommendations for testing.

1.13 EXTRA STOCK OF REPLACEMENT MATERIALS

- A. Replacement Carpet Materials: After completion of Work, deliver to Owner not less than 2 percent of each type of carpet, color and pattern, exclusive of material required to complete the carpet installation of this project. Furnish extra carpet materials from same production runs as installed materials. Wrap all extra stock of materials with protective coverings and identify each package with appropriate labeling.
- B. Furnish adequate supplies of pressure sensitive adhesive tape units and adhesive glue to install the respective quantities of carpet tiles and sheet goods carpet delivered to the Owner to hold as its inventory of replacement carpet materials.

PART 2 PRODUCTS

2.01 CARPET

- A. Manufacturer (No Substitutions):
 - 1. Interface Flooring Systems, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240.
- B. Field Carpet: InterfaceFLOR Panorama Style No. 1671402500 custom color modular carpet tile, with GlasBac Tile backing system; module size: 19-11/16 inches (50 cm) square. Color to match InterfaceFLOR Custom Development Strike-off Sample No. 248571-005, prepared on September 1, 2007.
- C. Step, Platform and Base Carpet: InterfaceFLOR Panorama Style No. 167140-7600 sheet goods, custom color broadloom carpet, 78-3/4 inches (2 M) in width.
 - 1. Sheet goods carpet shall be from same production run and be tufted at the same time as field carpet. Specifications and performance and construction standards shall be the same as for field carpet, except for backings.
 - 2. Backings for the sheet goods carpet shall be flexible, suitable and appropriate for permanent glue down application and such as to enable folding over platform edges and step treads and risers, as well as for wrapping around base corners and other conditions that are present in the existing installation and that are to be duplicated as part of this project.

- D. Inset Contrast Color Carpet Stripes at Edges of Platforms and at Top Landings and Bottom Step Treads: InterfaceFLOR Panorama Style No. 167140-7600 or InterfaceFLOR Solid Foundation sheet goods, standard color broadloom carpet.
 - 1. Inset contrast color carpet stripes shall be from the same product line and pattern as the platform, steps and base carpet, except it shall not be in a custom color. Architect shall select color for the inset contrast color stripes from one or the other of the manufacturer's standard color lines for its Panorama or Solid Foundation patterns.
 - 2. Backings: Same as for step, platform and base carpet specified above.

2.02 ADHESIVES

- A. Releasable Pressure Sensitive Type Adhesive Tape Units for Carpet Tiles:
 - 1. TacTiles, manufactured by Interface Flooring Systems, Inc.
 - 2. Adhesive tape units shall be acrylic based with adhesive on one side of polyester film to connect commercial carpet modules so as to form a stable surface without transfer of adhesive to sub-floor. Size: 3 inches by 3 inches.
 - 3. Pressure Sensitive Adhesive Tape Units to have "Zero" calculated VOC's.
- B. Adhesives for Sheet Goods Carpet: Low-VOC latex multipurpose adhesive recommended and approved by carpet manufacturer for use in permanent glue down application of specified sheet goods carpet material. Provide written approval by carpet manufacturer of selected product. For taping seams and butting any cut edges at backing employ a seaming adhesive that will form secure seams and prevent pile loss at seams.
- C. Adhesive for Edge Strips: Contact cement, or as recommended by manufacturer.

2.03 EDGE STRIPS AND MOULDINGS

- A. Carpet edge guards, strips and mouldings shall be extruded or molded vinyl mouldings selected to match the size and profile of each type of existing accessory, each of which shall be removed and replaced with a new as part of this project. In general, such items shall be selected from the Mercer Mouldings line of products manufactured by BurkeMercer Flooring Products, subject to matching existing profiles. Architect shall select color from among the manufacturer's standard colors. Submit color charts or samples as part of product data submittal for purposes of this color selection.

2.04 LEVELING COMPOUND

- A. Leveling Compound: Latex type as recommended by carpet manufacturer. Must be compatible with carpet adhesives and any curing/sealing compound on floors.

2.05 MISCELLANEOUS MATERIALS

- A. As recommended by carpet manufacturer. Other products and accessories shall be selected by installation provider to meet project conditions and requirements.

2.06 ADHESIVE REMOVERS

- A. To the fullest extent practicable, utilize only products that have not been formulated based on petroleum-based chemistry. Select only remover products, rinsing agents and other accessory products that are odor-free or have low, non-offensive odor and are recommended by their manufacturers for use and application on substrates present. Do not employ any products on wood platforms, steps or bases that are not specifically recommended for use thereon.
- B. Prior to using any adhesive removers or rinsing products, submit product data and MSDS's in accordance with Section 01300. Any proposed use of products containing petroleum distillates, alcohol or other chemical solvents shall require fully adequate mechanical ventilation and exhausting to the exterior of all fumes generated by adhesive removal operations.

PART 3 EXECUTION

3.01 FIELD MEASUREMENT AND CALCULATION OF QUANTITIES

- A. Refer to Paragraph 1.04 C and Subparagraph 1.07 A.1. Take all measurements of the complete existing carpet installation and determine the exact quantity of carpet required for replacement thereof in duplicate fashion, which is the intention and requirement of this contract. Determine the quantities of each type of carpet that will be required to complete the new installation of replacement carpet: modular carpet tile, sheet goods carpet and inset contrast color stripe carpet. Make allowances for waste that are appropriate to each carpet type according to Contractor's best understanding and expertise of installation.
- B. Submit quantity calculations that establish the "Actual Carpet Installation Quantity", based on the Contractor's field measurements. Architect's review shall be provided as a courtesy and shall not constitute any assumption of responsibility for the accuracy of the carpet quantities established by Contractor.
- C. Based on reviewed submittal of these quantity calculations, the Owner will prepare a contract change order to reflect any adjustment in contract amount that is indicated, in accordance with Paragraph 1.04 C of this Section.
- D. Final accuracy of all quantity figures shall remain the sole responsibility of the Contractor so as to ensure that the new carpet replacement may be accomplished in its entirety and delivery made to the Owner of the required quantities of extra stock of each type of carpet, as specified elsewhere in this Section.

3.02 INSPECTION & DOCUMENTATION OF EXISTING CONDITIONS

- A. It is the intention and requirement under this contract that the new replacement carpet installation duplicates the existing installation as closely as possible in every way, except for the slightly increased module size of the specified new carpet tiles. Accordingly, it shall be the Contractor's responsibility to record all pertinent conditions of the existing carpet installation and preserve such

documentation in a reliable form that will survive removal of the existing carpet so as to serve as a reference to follow in the process of executing the replacement carpet installation that is the work of this project.

- B. For this purpose, prior to the removal of any existing carpet, Contractor shall prepare complete documentation of the existing installation in the form of shop drawings and/or photographic surveys as described in Part 1 of this Section, submit in accordance with Section 01300, and obtain approval by the Architect. See Paragraph 1.08 B.

3.03 PRE-INSTALLATION REQUIREMENTS AND PREPARATION

- A. Prior to removal of any existing carpet, verify that the Contractor's submittal of documentation of existing conditions of carpet as required by Paragraph 1.08 B of this Section has been reviewed by the Architect and approved.
- B. All existing carpet and existing carpet waste shall be processed so as to facilitate its reuse or recycling in an "environmentally friendly" manner. A reclamation plan shall be submitted that will outline procedures for reclamation of all carpet at the job site. As used herein, "environmentally friendly" methods consist of one or more of the following:
 - 1. Repurposing - reusing the product in another application such as facilitating the donation of used carpeting to charities and other nonprofit organizations.
 - 2. Recycling - turning waste materials into new materials of the same value, such as vinyl backing into vinyl backing.
 - 3. Upcycling - turning waste materials into more valuable products. For example, using waste PET (plastic from soda bottles) to create panel fabric.
 - 4. Downcycling - creating less valuable products from waste materials. For example, turning nylon face fiber into car parts or carpet padding, including nylon face fiber in recycled backings, or using carpet for waste-to-energy utilizing the most efficient burning system possible. (In the case of down cycling, manufacturer shall justify down cycling process used.)
- C. Remove existing carpet in an orderly manner, progressively, area by area, in coordination with Owner's scheduled temporarily vacating areas so as to facilitate the carpet replacement work of this project, as set forth in Paragraph 1.05.A of Section 01005 of these Specifications.
- D. Description of Reclamation Services: Carpet shall be removed from the existing installation and prepared for pickup based on the type of material and reclamation option selected. Removal from the jobsite includes:
 - 1. Removal of carpet tile for recycling:
 - a. Carpet tile shall be palletized and secured for shipping, (i.e., shrink wrap, banding, strapping).
 - b. Carpet tile shall be kept dry and free of any moisture damage.
 - c. Carpet tile shall be clean of any non-carpet debris.

2. Removal of broadloom for recycling:
 - a. Performance broadloom should be rolled, palletized and secured for shipping. Cut pieces of performance broadloom are also acceptable, secured for shipping.
 - b. Performance broadloom shall be kept dry and free from moisture damage.
 - c. Rolls shall be clean of any non-carpet debris.
3. Removal of broadloom carpet for downcycling:
 - a. Roll carpet so as not to exceed six feet in length by one foot in diameter.
 - b. Carpet shall be accumulated and kept dry for shipping and processing.
 - c. Rolls shall be clean of any non-carpet debris.
4. Repurposing of carpet material:
 - a. Approval of old carpet for possible donation shall be determined at the jobsite.
 - b. All possible recycling options shall be clearly presented and/or submitted on paper subsequent to job start.
 - c. A certificate shall be furnished upon request verifying the reclamation of the carpet and the pounds of material diverted from the landfill.

3.04 REMOVAL OF OLD CARPET ADHESIVE

- A. All existing carpet adhesive shall be removed from substrates that are to receive new carpet under this contract.
- B. Employ only products that are specifically formulated for use on the substrates to be cleaned of old adhesives. Do not use adhesive removers on wood substrates that are not recommended for such application.
- C. Follow adhesive remover manufacturer's published instructions as to application quantities, wait times and removal techniques. If any are employed that contain petroleum distillates, solvents, or other chemicals of a volatile nature that pose any sort of health risks, provide effective mechanical ventilation of work areas, including provisions to exhaust fumes to the exterior. Coordinate with Owner's building maintenance personnel to shut down building's mechanical ventilation system so no undesirable airborne chemicals are circulated by the building's air handling systems. Contractor shall utilize all measure of precaution so as to ensure protect workers from any health risks associated with adhesive removal operations, as well as to ensure no noxious fumes or odors are released into the building that might adversely affect occupants.
- D. Capture all removed adhesive and removal products and place in containers suitable for appropriate collection, removal from premises and transport to disposal facilities, all in a legal manner.

- E. Rinse surfaces as many times as necessary to eliminate all residue of old adhesive and removal agents. Employ rinse agents as recommended by adhesive remover manufacturer to assist and ensure that substrates are entirely clean. Allow cleaned surfaces to dry thoroughly.

3.05 EXAMINATION AND VERIFICATION OF SUBSTRATES

- A. Within each room or area of carpet, verify dimensions and carpet layout as to types, location of grid patterns for modular carpet tiles and locations of seams in sheet goods carpet prior to beginning installation of new carpet.
- B. Existing Conditions: Examine substrates before beginning installation. Ensure that all surfaces are completely dry that no excessive unevenness or other adverse conditions exist in substrates that would prevent or compromise achieving the highest possible quality of installation of the types of carpeting specified.
- C. Verify that independent testing by Owner's testing laboratory has been conducted for moisture emissions and alkalinity in concrete slab floors and that the test results indicate that conditions are within the acceptable range as established by carpet manufacturer.
- D. Notify Owner's representative or Architect of any unsatisfactory conditions, including non-conforming results from testing. Beginning work shall signify Contractor's acceptance of existing conditions.

3.06 PREPARATION

- A. Repair minor holes, cracks, depressions and rough areas using leveling compounds or fillers recommended by carpet and adhesive (at sheet goods carpet areas) manufacturers. Any floor filling or leveling shall have a minimum 4 feet of feather to zero thickness.
- B. Clear away debris and scrape off any cementitious or other deposits from surface of substrates; vacuum clean all surfaces immediately before installation of carpet. Check concrete surfaces to ensure no dusting will occur through installed carpet. Apply sealer where indicated as necessary to prevent dusting.

3.07 INSTALLATION, GENERAL

- A. Install carpet and accessories in accordance with their respective manufacturers' recommendations and printed instructions and in accordance with the Carpet and Rug Institute's Installation Standard.
 - 1. Any unsatisfactory installation resulting from work not executed in accordance with a manufacturer's recommendations shall be the responsibility of the installing provider and shall be subject to removal and re-laying of carpet and accessories at no additional expense to Owner.
- B. Provide cut outs where required. Conceal cut edges with protective edge strips and mouldings or overlapping flanges.

- C. Do not bridge building expansion joints with continuous carpeting; provide for movement.
- D. At perimeter walls, extend new carpet under existing wood, metal or vinyl top-set bases in the same manner as exhibited in the existing installation.
- E. Install carpet under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets of each space, all in same manner as exhibited by the existing installation.
- F. Temporarily remove floor mounted jury member's chairs (on jury box platforms), defendant's chairs (one each in Courtrooms G, J, and K), drapery hardware or other similar items. Tag or label each removed item and record exact location from which it was removed. Individually bag, label, and preserve all fasteners associated with each removed item. Employ every means necessary to fully record existing layouts and locations of floor mounted chairs and fastener locations so as to ensure that reinstallation of all items may be achieved without drilling new holes or installing new inserts for fasteners. Reinstall removed items promptly after completing the carpet laying in the exact same locations, using the same, existing concrete floor inserts, holes, and fasteners.
- G. At columns, install carpet accurately fitted to abut tightly against metal column bases so the floor is entirely covered with no gaps. It is recommended that some method be developed and employed which utilized patterns, templates or other cutting jigs so as to facilitate the necessary and repetitive cutting to shape of carpet at the junctures with columns.
- H. Install new replacement edge strips at all openings and wherever carpet terminates, to match the details of the existing installation (except for color). Where turns are made, accurately miter cut edge strips and fit tightly together.

3.08 INSTALLATION OF MODULAR CARPET TILES

- A. Modular carpet tiles shall be installed without the use of glue, utilizing specified releasable pressure sensitive type adhesive tape units ("TacTiles").
- B. Establish the starting point for placement of modular carpet tile in each room or area to receive carpet tiles in accordance with manufacturer's instructions.
- C. To determine if center lines need to be offset, dry fit (without "TacTile" adhesive tape units) a row of carpet tiles along the entire length of each room center line, Go all the way to the walls. If necessary, offset either or both center lines to ensure perimeter tiles will be cut no less than half size, or 9.84 inches (25 cm).
- D. Comply fully with manufacturer's instructions and recommendations for installation of carpet tiles using TacTiles. Follow instructions for general placement of TacTiles for "non-directional" installations of carpet tiles. Follow recommended sequential laying of carpet tiles, starting with anchor rows and working out from corners in quadrants; repeat laying anchor rows and quadrants of tiles in the recommended sequential patterns until each area is completed.

- E. TacTiles shall be applied at each corner of carpet tiles along the anchor rows of tiles and at every carpet tile joint at all room perimeters.
- F. A tactile shall be installed at every carpet tile corner in vestibule areas of each courtroom and extending past all areas of clerk's desk in each courtroom, as these are high foot traffic areas and are also subject to heavy rolling cart traffic.
- G. In addition, TacTiles shall be applied under every cut carpet tile and any adjoining tile to a cut tile.
- H. Wherever columns, floor outlets, built-in furniture or cabinetry, flatwire, building expansion joints or other obstacles are encountered, follow manufacturer's instructions as to installing carpet tiles at such conditions and also match the finished conditions in the same manner as did the existing, removed carpet installation by referring to the record documents prepared as set forth above in these specifications.
- I. At room perimeters, existing top-set wood, metal or rubber wall bases are not to be removed and reset. Adequate clearance exists in each case to permit new carpet to be tucked under such bases.

3.09 INSTALLATION OF SHEET GOODS BROADLOOM CARPET

- A. Install sheet goods carpet by direct glue-down procedure in accordance with manufacturer's recommendations and to match the manner of the existing installations at all jury box and judges' bench platforms, witness stands and at furniture and railing bases, except as specified in Subparagraph 3.09 E. below.
- B. Fit sections of carpet into each space prior to adhesive application. Trim edges and butt cuts with seaming cement in accordance with manufacturer's instructions.
- C. Firmly cement sheet goods carpet to jury box, witness stand, and judges' bench platforms, steps, risers and to all railing and furniture bases in a manner so as to match the existing installation of carpet. Wherever special fitting or detailing occurs, for example, at witness stands that are hinged, install carpet following the manner of the existing installation.
- D. Apply adhesive uniformly to substrate in accordance with manufacturer's instructions.
- E. At edges of all platforms in jury boxes and witness stands, including lift-up witness stands, at top landings of steps at judges' benches, and on bottom treads of all steps, inset 2 inch wide stripes of selected contrast color carpet, tightly fitted to abutting step, platform and base carpet. Accurately cut the step, platform and base carpet so as to receive the contrast color carpet with flush, tightly butted cut joints with no gaps or overlapped material.
 - 1. Locate all contrast color carpet stripes at a uniform distance from edges of platforms, top landings and treads, approximately 7/8 inch back, but not more than 1 inch, from edges.

2. In general, jury box platforms have a curved edge. Devise reliable methods for cutting both kinds for carpet so as to ensure that tight, accurate butt fitting shall be accomplished in every instance and that good, continuous and effective adhesion is achieved for all carpet surfaces.
- F. After adhering carpet, lightly roll entire carpet areas; eliminate any air pockets and ensure uniform bond.
 - G. Promptly remove any adhesive from face of carpet in accordance with manufacturer's instructions; do not damage carpet face.

3.10 CLEANING

- A. After installation is complete, area-by-area, clean up dirt and debris and clean carpet of any spots with cleaning agents recommended by carpet manufacturer.
 1. Remove any loose threads with sharp scissors.
 2. Clean carpet with commercial beater-bar-type vacuum cleaner.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

3.11 PROTECTION

- A. Provide any protective methods and material required to ensure carpeting will be without deterioration or damage at the time that Owner resumes occupancy of each room or area.
- B. Repair damage to other any other surfaces caused by work of this Section.

3.12 DELIVERY OF EXTRA STOCK AND OVERAGE

- A. Arrange in advance of delivery with Owner to receive specified quantities of extra stock of each type of carpet, for Owner's use for future carpet maintenance and repairs. Delivery shall be made to Owner's Receiving Department at the loading dock of the Hall of Justice.
- B. At the same time, deliver any manufactured overage yardage which may become available to Owner and which would be purchased by Owner with funds drawn out of the cash allowance established specifically for this purpose elsewhere in these Specifications.
- C. Obtain a signed receipt from Owner's representative for delivery of the various extra stock and overage materials, including information as to quantities.
- D. Wrap, label and deliver extra stock and overage yardage of each carpet type in accordance with other provisions of this Section and Section 01600.

END OF SECTION 09680