

CITY OF SAN LEANDRO

REQUEST FOR BID

SUBMIT BID TO: City of San Leandro Purchasing Department 835 East 14th Street San Leandro, CA 94577	FOR FURTHER INFORMATION CALL: Don Brockman Purchasing Agent (510) 577-3472 fax (510) 577-3312 dbrockman@ci.san-leandro.ca.us
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BID NO:	DATE MAILED:	THIS QUOTATION MUST BE DELIVERED TO THE CITY BEFORE:
07-08.037 REBID	July 14, 2008	3:00 PM, Thursday, July 31, 2008

DESCRIPTION
<p>Carpet Replacement at San Leandro City Hall Offices REBID Bid No. 07-08.037 Notice to Bidders</p>
<p>1. BID OPENING: Sealed bids for CARPET REPLACEMENT AT SAN LEANDRO CITY HALL OFFICES, BID NO. 07-08.037, will be received at City Hall, 835 East 14th Street, 2nd Floor San Leandro, CA 94577 at the office of the Purchasing Agent up to 3:00 p.m. on Thursday, July 31, 2008, at which time they will be publicly opened and read.</p> <p>2. BID RESULTS: A summary of the bids received will be made available, via the Internet, at: www.ci.san-leandro.ca.us/sl purchasing bids.html.</p> <p>3. WORK DESCRIPTION: Work to be done consists of removal and replacement of carpet, including lifting of furniture and doing all appurtenant work in place and ready for use, all as described in the specifications. The scope of work required of this contract is attached as are drawings of the areas where the carpet is to be replaced. Any deviations from specifications must be clearly indicated in writing at the time the proposal is submitted. The City reserves the right to waive minor variations in specifications bid.</p> <p>4. BUDGET: The budget for this project is \$50,000.00</p> <p>5. CONTRACTOR’S LICENSE: A Class C15 Contractor’s License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.</p> <p>6. BID DEPOSIT: A Bid Deposit equal to at least 10% of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier’s check or certified check payable to the City, or bidder’s bond in favor of the City executed by an authorized surety company. Bid bonds are returned to bidders when the Notice to Proceed is issued to the successful bidder.</p> <p>7. BUSINESS LICENSE: In accordance with Title 2 Chapter 2 of the San Leandro Municipal Code, all contractors, including subcontractors, shall possess a current business license to perform work in San Leandro.</p> <p>8. CITY’S RIGHT TO REJECT BIDS: The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.</p> <p>9. GENERAL PREVAILING WAGE RATES: The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk’s Office. Certified payrolls will be requested periodically throughout the course of the contract.</p> <p>10. WITHDRAWAL OF PROPOSALS: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Purchasing Agent. The request</p>

shall be executed by the bidder or its duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

11. **RELIEF OF BIDDERS:** As stated in Public Contract Code Sections 5100 to 5108, inclusive concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the **Purchasing Agent**, written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
12. **DISQUALIFICATION OF BIDDERS:** More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.
13. **PREVIOUS DISQUALIFICATION, REMOVAL, OR OTHER PREVENTION OF BIDDING:** A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of any law or any safety regulation.
14. **RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA:** All bidders shall verify if any addenda for this project have been issued by the City of San Leandro. It is the bidders' responsibility to ensure that all requirements of contract addenda are included in the bidder's proposal. All bidders shall include a signed copy of all contract addenda with the proposal. Failure to comply with this requirement shall cause the proposal to be considered as nonresponsive and shall be grounds for rejection of the bid.
15. **SITE INVESTIGATION:** The bidder shall examine carefully the site of the work to verify all existing conditions. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, as to the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract. The bidder shall not take advantage of any apparent error or omission in the plans or specifications. In the event the bidder discovers any apparent error, discrepancy, or omission as a result of its site investigation, bidder shall immediately notify the City.
16. **PRE-BID CONFERENCE:** A pre-bid conference will be held on **Thursday, July 24th, 2008, at 9:00 A.M., in the Finance Department, 2nd Floor, San Leandro City Hall.** A bidder who fails to attend a pre-bid conference will be held responsible for any information that could have been reasonably deduced from said attendance. Attendance is strongly encouraged. Questions regarding the plans and specifications may be submitted in writing to the project manager until 5:00 p.m., five (5) calendar days before bids are due. The City will not respond to oral questions outside of the pre-bid conference. The response, if any, will be by written addendum only. Oral responses do not constitute a revision to these plans or specifications.
17. **BID PROTEST PROCEDURES:** Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3rd) business day following the date of the bid opening. The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder. The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest. The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings. The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest

and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids. The City reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

18. **BID RESPONSE REQUIREMENT:** Responses to this bid shall be submitted on paper containing a minimum of 30% post-consumer recycled content and shall be labeled as such. Responses to this bid shall also be printed and copied on both sides of the page whenever practical.

19. **CITY PROJECT MANAGER:** The City's Facilities Maintenance Section of the Public Works Department is in charge of this project. The Project Manager is Glen Contreras and he can be reached at 510-577-6014.

The successful bidder shall submit a certificate of insurance showing compliance with the enclosed insurance requirements (see attachment B). This insurance shall be maintained at all times during the course of any resulting agreement. In addition, the successful bidder shall have the proper City of San Leandro business license and all other applicable licenses and permits.

The City may increase or decrease the scope of work, or add or delete service locations as needed with 15-days written notification.

The award will be made to the lowest responsible bidder whose bid complies with the specifications in a manner satisfactory to the City's best interests as determined by the City. The right is reserved, as the interest of the City may require rejecting any or all bids, any part of a bid, or to waive any informality or minor irregularity in a bid or bids.

To bid, complete and return a copy of the Request and the other required forms, in a sealed envelope. The envelope shall be marked with the bid information and number. The bid must be received by the date and time shown in order to be considered. Please note that there is a one-day delay in mail delivery to City Hall by the U.S. Postal Service.

Firm _____ Date: _____

Address _____ Phone: _____

_____ FAX: _____

By (Signature) _____ Print Name: _____

Title: _____



Don Brockman
Purchasing Agent

CONTRACT PRICE SCHEDULE
To Be Completed and Submitted Inside Sealed Bid

(1 of 2 pages)

Each item listed below shall be bid separately. Dependent upon the bid price for each item, the City may choose to include or delete certain of the listed items. The base bid shall include all materials, equipment and labor to construct the work shown or noted in the specifications.

Item	Description	Estimated Quantity, for example "100 SY" (A)	Item Unit Price (in words, for example "one dollar per SY")	Item Unit Price (in figures, for example "\$1.00 per SY") (B)	Total (in figures, "\$100.00" for example) (A multiplied by B)
A.	Finance – main cubicle area (B236) and connecting hallway (B237), page 09680-5 Approximate area 1780 SF To Receive CPT3				
B.	Information Services – main area (A215 and A216), page 09680-6 Approximate area 1080 SF To Receive CPT2				
C.	Human Resources – main area (B213-B) plus conference room (B212) page 09680-7 Approximate area 1045 SF To Receive CPT3				
D.	Finance Kiosk – (B128 and B129), page 09680-8 Approximate area 410 SF To Receive CPT3				
E.	Engineering Inspector’s Office – main areas (B121), Page 09680-9, Approximate area 1170 SF To Receive CPT2				
F.	Stairwell on west side of building – (A119) Page 09680-10 Approximate area 140 SF To Receive CPT1				
G.	2 nd floor corridor (A222), Page 09680-10, Approximate area 350 SF To Receive CPT 2				
H.	Portion of City Clerk’s Records Office (B228A), Page 09680-10, Approximate area 273 SF To Receive CPT2				

CONTRACT PRICE SCHEDULE
To Be Completed and Submitted Inside Sealed Bid
(page 2 of 2)

Abbreviations:

LF = linear feet; SF = square feet; SY = square yard

Note: The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient. The undersigned declares, by their signature to this proposal, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(To be notarized)

**BID SECURITY BOND
To Be Completed and Submitted Inside Sealed Bid**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ hereinafter called Principal, and
(Contractor)

_____ hereinafter called Surety, are
(Surety)

jointly and severally held and firmly bound unto the City of San Leandro, San Leandro, CA, hereinafter called the City, in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed (\$ _____) dollars lawful money of the United States, for the payment whereof unto the City, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

Carpet Replacement San Leandro City Hall Offices, Bid 07-08.032

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to the City a contract in the form provided herewith, and if Principal within the time specified in the bid gives to the City the performance bond on the form provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to the City said performance bond, and evidence of required liability and worker's compensation insurance, and any other required documents in the time stated in the bid, then Principal and Surety shall forfeit to the City the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2008

Name of Principal

Signature of Principal's Authorized Representative

Name and Title of Signer

(Seal and signature of Notary Public)

(Attach notary acknowledgment of Surety)

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to _____, hereinafter designated as the "Principal" a contract for Carpet Replacement at San Leandro City Hall Offices, Bid No. 07-08.032.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one (1) year from the date of recordation of the Notice of Completion by the City, the Contractor upon receiving written notice of need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the City upon this bond, a reasonable attorney's fee, to be fixed by the court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or their heirs, executors, administrator, or successor of the City.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, the name and corporation seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgement)

(Corporate Seal) **Surety** _____

Address _____

Phone No.: _____

Fax No.: _____

By _____

Title _____

(Attach Notarial Acknowledgement)

NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

(Seal) **Witness** _____

Approved as to form:

Risk Manager

GENERAL CONDITIONS

PART 1 – GENERAL PROVISIONS

1.1 WORK TO BE DONE

- A. The Contractor shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the work.
- B. The work to be done consists of removal and replacement of carpet, including lifting of furniture and doing all appurtenant work in place and ready for use, all as shown and described in the specifications.
- C. **UNAUTHORIZED WORK:** Any work done beyond the lines shown on the plans and specifications, or beyond lines established by the City Project Manager pursuant to the plans or any work done without written authority of the City Project Manager, or performed during unauthorized working hours or performed without benefit of or subject to inspection, shall be considered as unauthorized work and no compensation will be allowed therefore. The City Project Manager shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due to the Contractor. The Contractor shall be subject to liquidated damages in accordance with part 3.5 of this section for each incident of unauthorized work.

PART 2 – MATERIALS

2.1 MATERIALS AND WORKMANSHIP

- A. All materials, parts, and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Material and work quality shall be subject to the City Project Manager's approval.
- B. Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at its expense, when so directed by the City Project Manager.
- C. If the Contractor fails to replace any defective or damaged work or material after reasonable notice, the City Project Manager may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

PART 3 – PROGRESS AND ACCEPTANCE OF WORK

3.1 COMMENCEMENT OF WORK

- A. The Contractor shall not begin work until the Notice to Proceed is issued by the City. Contract time shall begin 7 calendar days from the date of issuance of the Notice to Proceed. Contractor shall diligently prosecute the work.

3.2 TERMINATION OF CONTRACT

- A. The City may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

3.3 TIME OF COMPLETION

- A. The Contractor shall complete the Work within the time set forth here. Contract completion time is in calendar days.
- B. All work must be completed within 25 days. Contract time includes submission of submittals. Contract time will be suspended on the date the carpet submittal is approved and will resume on the day material is delivered. The Contractor has no right to finish early. Float time in the schedule belongs to the project and not to either the Contractor or the City. Float time shall be used as needed to complete the work without additional compensation to the Contractor.
- C. The Contractor's activities shall be limited to the hours of between 6:00 PM and 5:00 AM, Monday through Friday, excluding designated City holidays. All work shall be completed within the specified working hours on each day.
- D. Deviation from normal working hours will not be allowed without prior written consent of the City Project Manager. The Contractor shall submit said written request no later than forty-eight (48) hours prior to the proposed work outside of the normal working hours.

3.4 COMPLETION, ACCEPTANCE AND WARRANTY

- A. The Work of the Contractor shall be inspected by the City Project Manager for acceptance upon receipt of the Contractor's written assertion that the Work is completed. The City Project Manager will make a preliminary review of the Work to judge the number of outstanding items. If the number of outstanding items is reasonable, working days will be suspended while a corrective list (punch list) is compiled by the City. No damages will be due the Contractor for this delay. If the number of outstanding items is judged excessive by the City Project Manager, s/he shall so notify the Contractor and the Contractor shall continue to pursue the work, and working days shall be counted. Upon completion and issuance of the corrective list, the City shall re-commence counting work days. Work days shall be counted until all corrections have been made. The work will be accepted when all corrections have been satisfactorily made.
- B. Upon acceptance of the work and upon receipt and approval of the required documents (Final Agreement of Quantities, Maintenance Bonds, Manufacturer Warranties, etc.), the City will have a Notice of Completion recorded with the

Alameda County Recorder's Office. All guarantee periods shall commence on date of said recordation.

- C. The work shall be guaranteed for 1 year.

3.5 LIQUIDATED DAMAGES

- A. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Execution of the Contract shall constitute agreement by the City and Contractor that the following liquidated damages will be due. These sums are liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.
- B. The Contractor shall be subject to liquidated damages in the sum of \$300 per day for each and every calendar days delay in completing the work in excess of the number of days allowed for the contract.
- C. The Contractor shall be subject to liquidated damages in the sum of \$200 per day for each and every calendar days for performing unauthorized work as specified in part 1.1 of this section; and/or for non-compliance and/or violation of construction phasing. This shall include not showing up for a scheduled work period unless notice is received by the City's Project Manager by noon of the day before.
- D. The Contractor shall be subject to liquidated damages in the sum of \$1,000 per hour for each hour areas are not ready for use by owner beginning at 6:00 AM.
- E. The Contractor shall be subject to liquidated damages in the sum of \$300 per incidence of security breach.
- F. Each location, incident, noncompliance situation and/or violation shall be considered separate occurrences and the resulting payments for damages are cumulative (even if occurred on the same day).

3.6 USE OF IMPROVEMENTS DURING CONSTRUCTION

- A. Work installed will be placed into service immediately. Use by the Agency will relieve the Contractor of responsibility for injury or damage to said completed portions of the improvements resulting from use by public or from the action of the elements or from any other cause, except Contractor operations or negligence. The Contractor will be required to clean all work immediately prior to acceptance, including work previously used. Nothing in this section shall be construed as relieving the Contractor from full responsibility for correcting defective work or materials.
- B. Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to his operations caused by City's use of all or part of any completed facility or appurtenance.

- C. Full compensation for conforming to the requirements of this section shall be considered to be included in the lump sum price for Work and no additional compensation will be allowed therefore.

CARPET

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes carpet and cushion.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Shop Drawings: Include the following:
 1. Existing floor materials to be removed.
 2. Existing floor materials to remain.
 3. Seam locations.
 4. Pattern type, repeat, location, direction, and starting point.
 5. Pile direction.
 6. Inserts and borders.
 7. Transition, and other accessory strips.
 8. Transition details to other flooring materials.
- C. Samples: For each carpet, pad, and exposed accessory and for each color and pattern required.
- D. Produce Schedule: Use same room and product designations indicated on Drawings and in schedules.
- E. Maintenance data.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer must have 10 years minimum experience producing carpet tiles. Manufacturer must have a quality assurance program that includes field inspection of work upon request of the owner.
- B. Installer Qualifications: Installer must be certified by the manufacturer to install the specified materials. Installer must have 5 years documented experience with the lift method described herein.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in manufacturer's original packaging with labels that list manufacturer's name, product name, identification number, and related information.

- B. Store in a dry location, between 60 degrees F and 80 degrees F and a relative humidity below 65%. Protect from damage and soiling. Do not stack higher than recommended by manufacturer.
- C. Store carpet materials in area of installation for a minimum period of 48 hours prior to installation.

1.5 WARRANTY

- A. Carpet Warranty: Manufacturer's standard form in which manufacturer agrees to replace carpet that does not comply with requirements or that fails within 15 years from date of filing of Notice of Completion. Warranty must be from manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are not acceptable.
 - 1. Warranty shall be non-prorated for 15 years.
 - 2. Warranty shall cover against and specifically define the following:
 - a. Excessive Surface Wear: More than 15% loss of pile fiber weight
 - b. Excessive Static Electricity: More than 3.0 Kv per AATCC 134
 - c. Resiliency Loss of the Backing: More than 10% loss of the backing resiliency
 - d. Delamination
 - e. Edge Ravel
 - f. Zippering
- B. Carpet Cushion Warranty: Manufacturer's standard form agreeing to replace carpet cushion that does not comply with requirements or that fails within 15 years from date of filing of Notice of Completion. Warranty does not include deterioration or failure of carpet cushion from unusual traffic, failure of substrate, vandalism, or abuse. Failure includes, but is not limited to, permanent indentation or compression.

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identification with labels describing contents.
 - 1. Carpet: Full-width rolls equal to 5 percent of amount installed for each type indicated, but not less than 100 sf.

1.7 CITY'S ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

- A. When possible, bidders shall provide carpet that contains the highest postconsumer recycled content practicable. Please indicate in your submittal the postconsumer content of the carpet.
- B. In response to the City's Environmentally Preferable Purchasing Policy and to reduce potentially harmful volatile organic compounds (VOCs), carpet and carpet adhesives shall have the Green Label Plus designation by the Carpet and Rug Institute. For a list of products that meet this requirement, visit <http://www.carpet-rug.org/commercial-customers/green-building-and-the-environment/green-label-plus/index.cfm>. The City may allow other third-party certifications or independent lab tests demonstrating carpets and adhesives meeting the same level of VOCs as required by CRI.
- B. All carpet removed from and installed in City facilities shall be recycled at no additional cost to the City. No carpet shall be disposed of in a landfill. Bidders shall indicate in this proposal how old carpet removed and new carpet installed will meet this requirement.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Single Source: All carpet products shall be from a single manufacturer.
- B. 'Equals' shall be submitted prior to bid opening for review. Only 'equals' approved in writing prior to the bid shall be allowed.

2.2 CARPET : CPT1

- A. Products: Subject to compliance with requirements, provide:
 - 1. Carpet Roll. Hyde Park II series, patterned loop, with low stretch ultra lock backing, color HY41 Blue Ridge, as manufactured by Dupont.

2.3 CARPET CUSION

- A. Cushion grade: Commercial
- B. Cushion Material: Polyurethane Foam
 - 1. Type: Bonded foam surfaced for double stick application, commercial grade, rated for class III traffic, green label certified
 - 2. Compression Force Deflection at 65 Percent: 18 lbs/sq. inch per ASTM D 3574.
 - 3. Thickness: 1/2"
 - 4. Density: 10 lbs/cubic foot minimum
 - 5. Warranty: See Section 1.5

2.4 CARPET GLUE

- A. See requirements for type of glue in section 1.7 above (Green Label Plus designation required).

PART 3 – EXECUTION

3.1 GENERAL

- A. All areas shall have carpet, clean and ready for use, at the end of the shift. No area shall be left without carpet at the end of shift. Contractor shall coordinate work so as to create no interruption of Owners operations.
- B. Owner may be conducting operations while carpet is installed. Contractor is responsible for security of the building during work hours. Exterior doors shall be kept closed and locked from the outside. Failure to keep doors locked shall be considered a security breach.
- C. Contractor shall protect existing floor to remain.
- D. Refer to exhibits at the end of this section for areas to receive work.

3.2 INSTALLATION

- A. Demolish existing base, carpet, and pad.
 - 1. All debris is the property of the contractor and shall be removed from the property and disposed of legally.
 - 2. Carpet removed from the building must be recycled into new padding for carpet.
 - a. Submit letter on company letterhead stating that the demolished carpet will be recycled into new padding and no part will be buried in a land fill or incinerated.
 - b. Submit letter from recycler on company letterhead describing the recycling process, and stating the end use of the material. The letter shall specifically reference the material from this project and shall be signed by an officer of the company.
- B. Prepare sub-floor to comply with manufacturer's requirements.
 - 1. Remove all ridges and bumps.
 - 2. Fill all cracks, joints, holes, and other defects.
 - 3. Remove all dust, dirt, and loose materials.
- C. Prepare wall to receive new base.
 - 1. Fill all cracks, joints, holes, and other defects.
 - 2. Remove all dust, dirt, and loose materials.
- D. Install products in accordance with manufacturer's instructions.
 - 1. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
 - 2. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, cabinets, pipes, outlets, edging, thresholds, and nosings.

3. Install carpet in straight true lines. Install in direction indicated on approved shop drawings.
 4. Roll with appropriate roller for complete contact with sub-floor.
 5. Trim carpet neatly at walls and around interruptions.
 6. Completed work shall be smooth and free of bubbles, puckers, and other defects.
- E. Install base.
1. All existing rubber base in the area shall be replaced.
 2. Base shall be cut to fit tightly with no gap between pieces or at ends.
- F. Replace all furniture, files, equipment, and other items moved under item A.
- G. Cleaning
1. Remove excess adhesive from all surfaces, repair any damage.
 2. Remove all packaging, trash, trimmings, etc.
 3. Clean and vacuum carpet surfaces using a beater brush/bar commercial vacuum.
- H. Comply with CRI 104, Section 9, "Double Glue-Down."
- I. Comply with CRI 104, Section 12, "Carpet on Stairs."
- J. Maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Bind or seal cut edges as recommended by carpet manufacturer.

CARPET TILE

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes carpet tile, rubber, base, accessories, and installation.

1.2 SUBMITTALS

- A. Product Data: For each product indicated include manufacturers' installation instructions, maintenance data, and warranty data.
- B. Shop Drawings: Include the following:
1. Existing floor materials to be removed.
 2. Existing floor materials to remain.
 3. Pattern of installation.
 4. Pattern type, location, and direction.
 5. Pile direction.
 6. Insets and borders.
 7. Transition and other accessory strips.
 8. Transition details to other flooring materials.
- C. Samples: Submit full carpet tiles for each carpet product specified. Submit samples for exposed accessories in each color and pattern required.

- D. Samples: For rubber base, submit product with color options for review and choice by owner.
- E. Product Schedule: Use same room and product designations indicated on Drawings and in schedules. Provide manufacturers schedule to deliver the materials.
- F. Certifications for debris recycling.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer must have 10 years minimum experience producing carpet tiles. Manufacturer must have a quality assurance program that includes field inspection of work upon request of the owner.
- B. Installer Qualifications: Installer must be certified by the manufacturer to install the specified materials. Installer must have 5 years documented experience with the lift method described herein.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in manufacturer's original packaging with labels that list manufacturer's name, product name, identification number, and related information.
- B. Store in a dry location, between 60 degrees F and 80 degrees F and a relative humidity below 65%. Protect from damage and soiling. Do not stack higher than recommended by manufacturer.
- C. Store carpet materials in area of installation for a minimum period of 48 hours prior to installation.

1.5 WARRANTY

- A. Carpet Warranty: Manufacturer's standard form in which manufacturer agrees to replace carpet tile that does not comply with requirements or that fails within 15 years from date of filing of Notice of Completion. Warranty must be from manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are not acceptable.
 - 1. Chair pads are not required for warranty.
 - 2. Warranty shall be non-prorated for 15 years.
 - 3. Warranty shall cover against and specifically define the following:
 - a. Excessive Surface Wear: More than 15% loss of pile fiber weight
 - b. Excessive Static Electricity: More than 3.0 Kv per AATCC 134
 - c. Resiliency Loss of the Backing: More than 10% loss of the backing resiliency
 - d. Delamination
 - e. Edge Ravel
 - f. Zippering

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet Tile: Full-size units equal to 5% of amount installed for each type indicated, but not less than 100 square feet of each.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Single Source: All carpet products shall be from a single manufacturer.
- B. 'Equals' shall be submitted prior to bid opening for review. Only 'equals' approved in writing prior to the bid shall be allowed.

2.2 CARPET TILE : CPT 2

- A. Products: Subject to compliance with requirements, provide:
 1. 24” square carpet tile. Madrid III (style 60361), color 'I Wish' (number 57411), with ergoflex backing and ES-peel and stick adhesive, as manufactured by Shaw Carpet. This product has been chosen to match existing carpet in the building, no equal will be accepted.

2.3 CARPET TILE : CPT 3

- A. Products: Subject to compliance with requirements, provide:
 1. 24” square carpet tile. Madrid III (style 60361), color 'You Know' (number 57911), with ergoflex backing and ES-peel and stick adhesive, as manufactured by Shaw Carpet. This product has been chosen to match existing carpet in the building, no equal will be accepted.

2.4 RUBBER BASE

- A. Provide new rubber base at all areas with new carpet tile. Match existing base profile, new base to be 4”, cut to match to kick where applicable. Provide in color selected by Owner.

2.5 ACCESSORIES

- A. Provide transition strips and carpet edge strips as required.
- B. Provide materials recommended by manufacturer for patching, leveling, and priming.

PART 3 – EXECUTION

3.1 GENERAL

- A. All areas shall have carpet, clean and ready for use, at the end of shift. Furniture, files, partitions, etc. shall all be in place and ready for use by Owner at the end of shift. No

area shall be left without carpet at the end of shift. Contractor shall conduct work so as to create no interruption of Owner's operations.

- B. Owner may be conducting operations while carpet is installed. Contractor is responsible for security of the building during work hours. Exterior doors shall be kept closed and locked from the outside. Failure to keep doors locked shall be considered a security breach.
- C. Contractor shall protect existing floor to remain.
- D. Refer to exhibits at the end of this section for areas to receive work.

3.2 INSTALLATION

- A. Move all furniture, files, equipment, and other items, as required to clear the area to receive new work. Owner will box (and unbox) files, papers, and personal items as required to move or lift the furniture and as directed by the contractor. Contractor to provide boxes.
- B. Lift existing demountable partitions in place. Partitions shall be lifted with computers, phones, books, and other work materials in place.
- C. Demolish existing base, carpet, and pad.
 - 1. All debris is the property of the contractor and shall be removed from the property and disposed of legally.
 - 2. Carpet removed from the building must be recycled into new padding for carpet.
 - a. Submit letter on company letterhead stating that the demolished carpet will be recycled into new padding and no part will be buried in a land fill or incinerated.
 - b. Submit letter from recycler on company letterhead describing the recycling process, and stating the end use of the material. The letter shall specifically reference the material from this project and shall be signed by an officer of the company.
- D. Prepare sub-floor to comply with manufacturer's requirements.
 - 1. Remove all ridges and bumps.
 - 2. Fill all cracks, joints, holes, and other defects.
 - 3. Remove all dust, dirt, and loose materials.
- E. Prepare wall to receive new base.
 - 1. Fill all cracks, joints, holes, and other defects.
 - 2. Remove all dust, dirt, and loose materials.
- F. Install products in accordance with manufacturer's instructions.
 - 1. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
 - 2. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, cabinets, pipes, outlets, edging, thresholds, and nosings.
 - 3. Install carpet in straight true lines. Install in direction indicated on approved shop drawings.
 - 4. Roll with appropriate roller for complete contact with sub-floor.

5. Trim carpet neatly at walls and around interruptions.
 6. Completed work shall be smooth and free of bubbles, puckers, and other defects.
- G. Install base.
1. All existing rubber base in the area shall be replaced.
 2. Base shall be cut to fit tightly with no gap between pieces or at ends.
- H. Replace all furniture, files, equipment, and other items moved under item A.
- I. Return demountable partitions to the floor.
- J. Cleaning
1. Remove excess adhesive from all surfaces, repair any damage.
 2. Remove all packaging, trash, trimmings, etc.
 3. Clean and vacuum carpet surfaces using a beater brush/bar commercial vacuum.
- K. Comply with CRI 104, Section 9, "Double Glue-Down."
- L. Comply with CRI 104, Section 12, "Carpet on Stairs."
- M. Maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Bind or seal cut edges as recommended by carpet manufacturer.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
 - B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 - C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of \$1,000,000 per accident.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. General Liability and Automobile Liability Coverages.

- i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self -insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

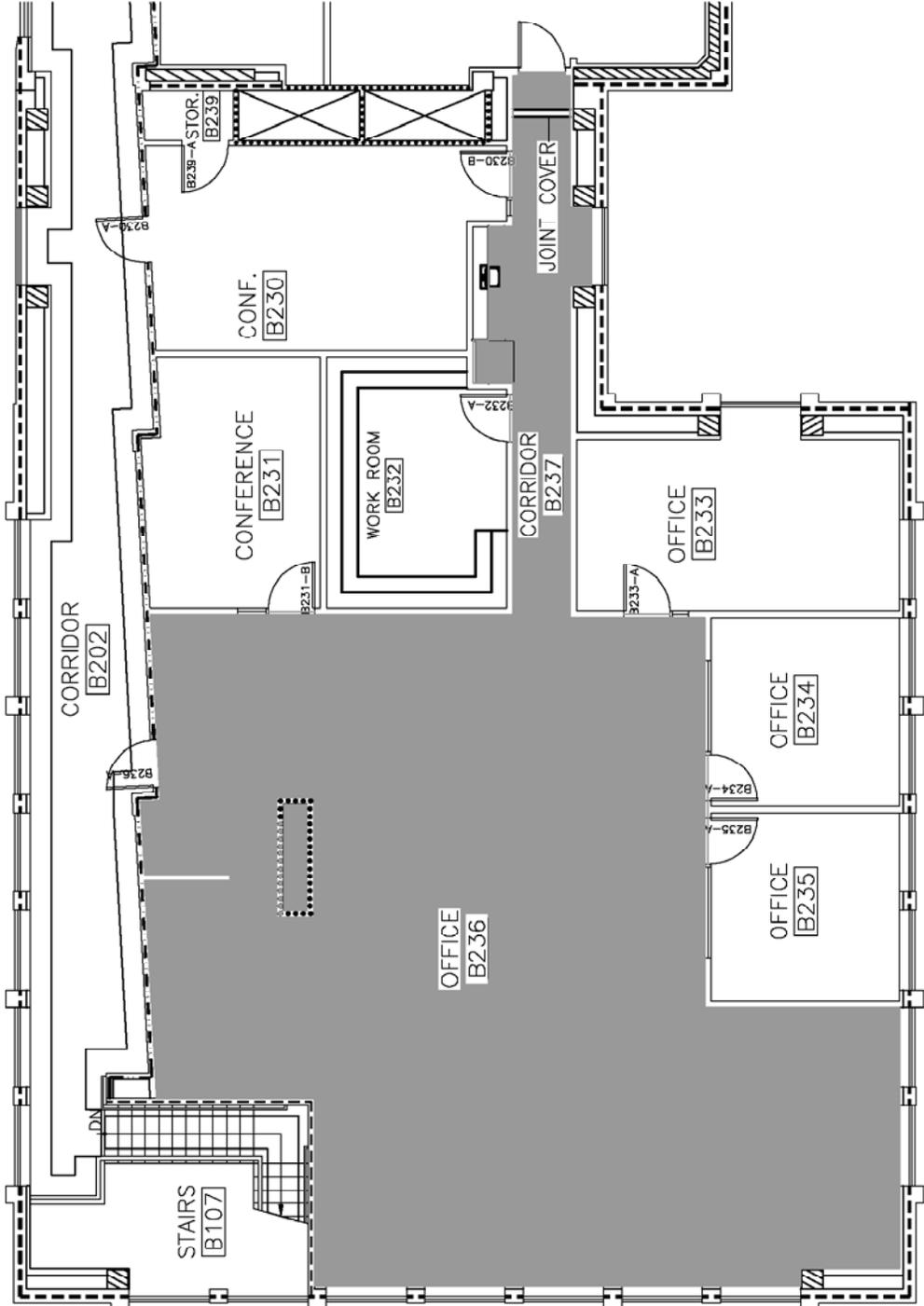
5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VIII.
6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

DIAGRAMS OF AREAS TO BE RECARPETED AT SAN LEANDRO CITY HALL FOR BID 07-08.037

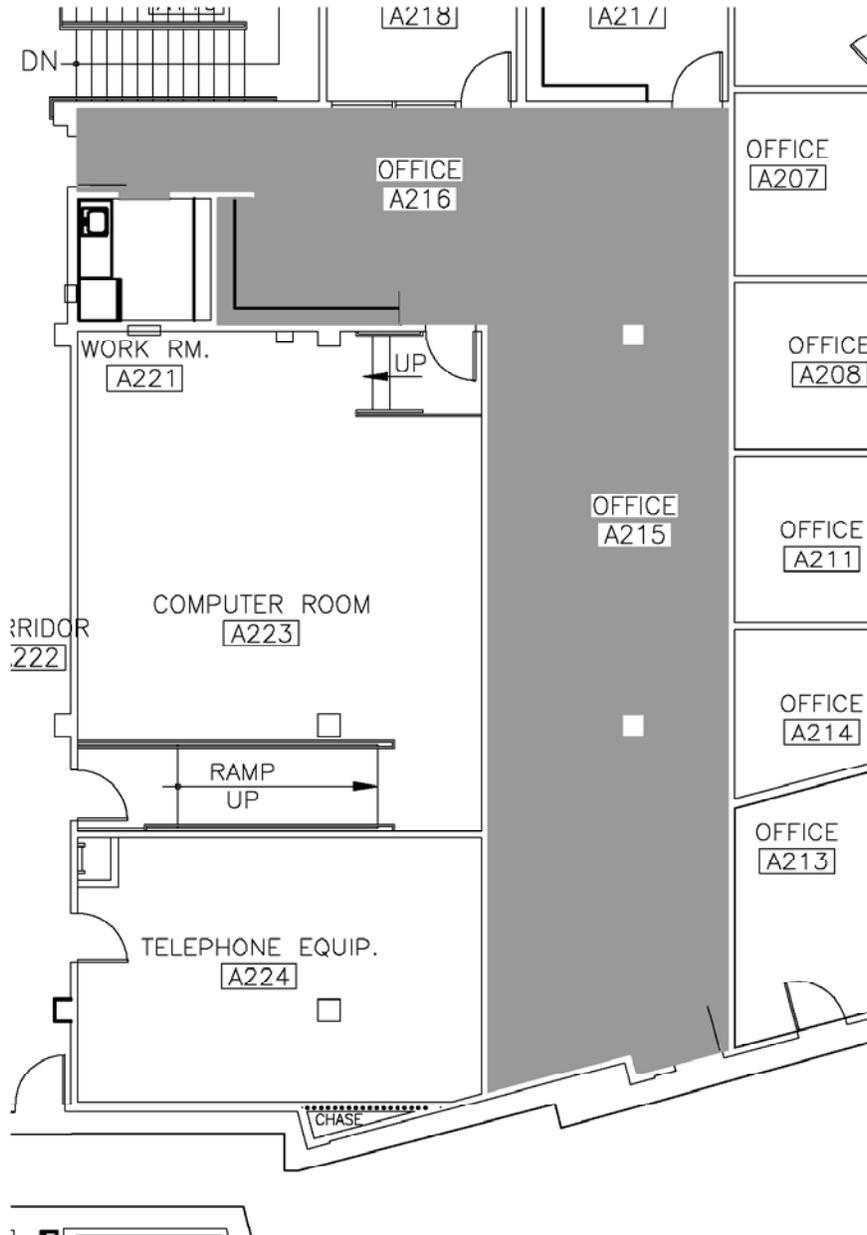
- 1 Finance Department Office and Adjoining Corridor, item A, page 09680-5
- 2 Information Services, item B, page 09680-6
- 3 Human Resources Office and Conference Room, item C, page 09680-7
- 4 Finance Kiosk – First Floor, item D, page 09680-8
- 5 Engineering and Transportation Inspector’s Offices, item E, page 09680-9
- 6 Stairwell, item F; Second Floor Corridor, item G; Portion of City Clerk’s Office, item H,
page 09680-10

CARPET REPLACEMENT 07-08



Location to receive CPT 3 Approximate Area Scale: 1" = 10'
 Office B236 and Corridor B237 1780 sf

CARPET REPLACEMENT 07-08

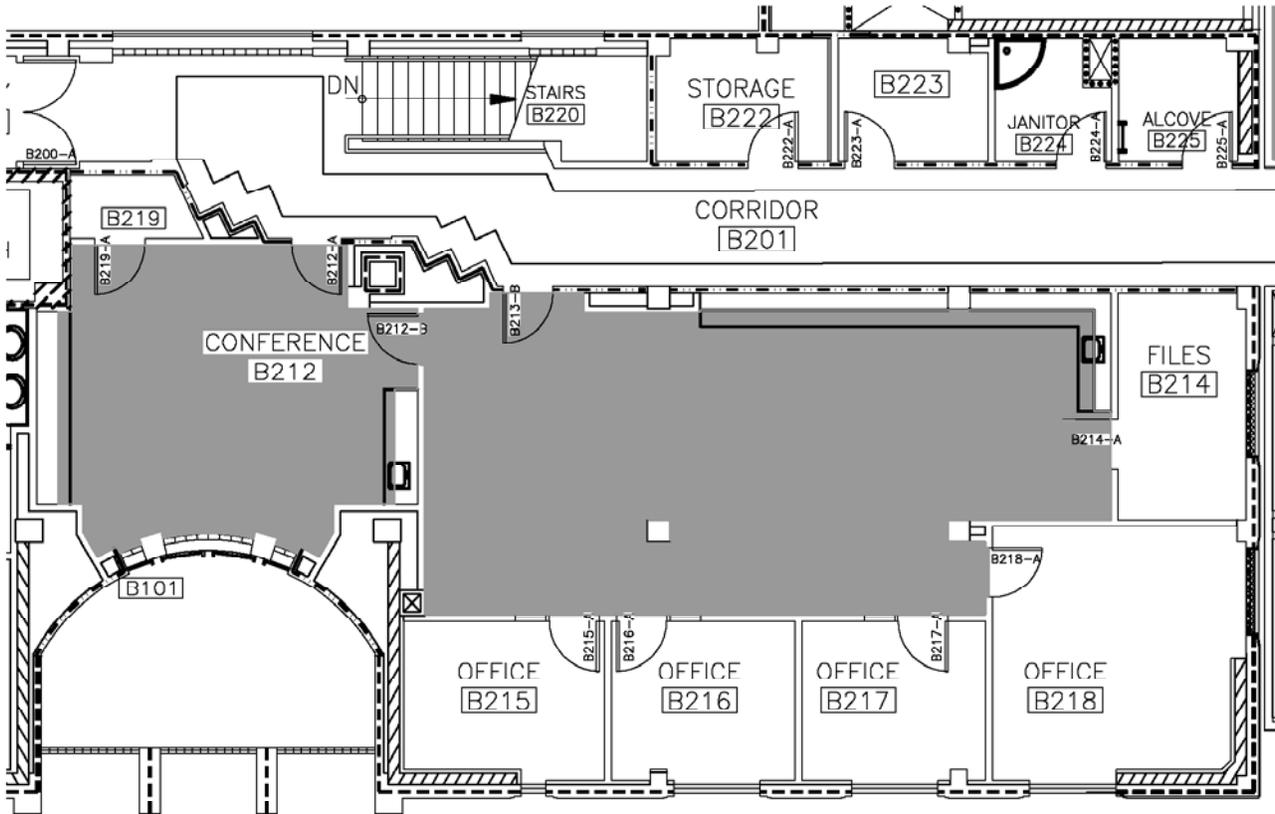


Location to receive CPT2
Office A216

Approximate Area
1080 sf

Scale: 1" = 10'

CARPET REPLACEMENT 07-08

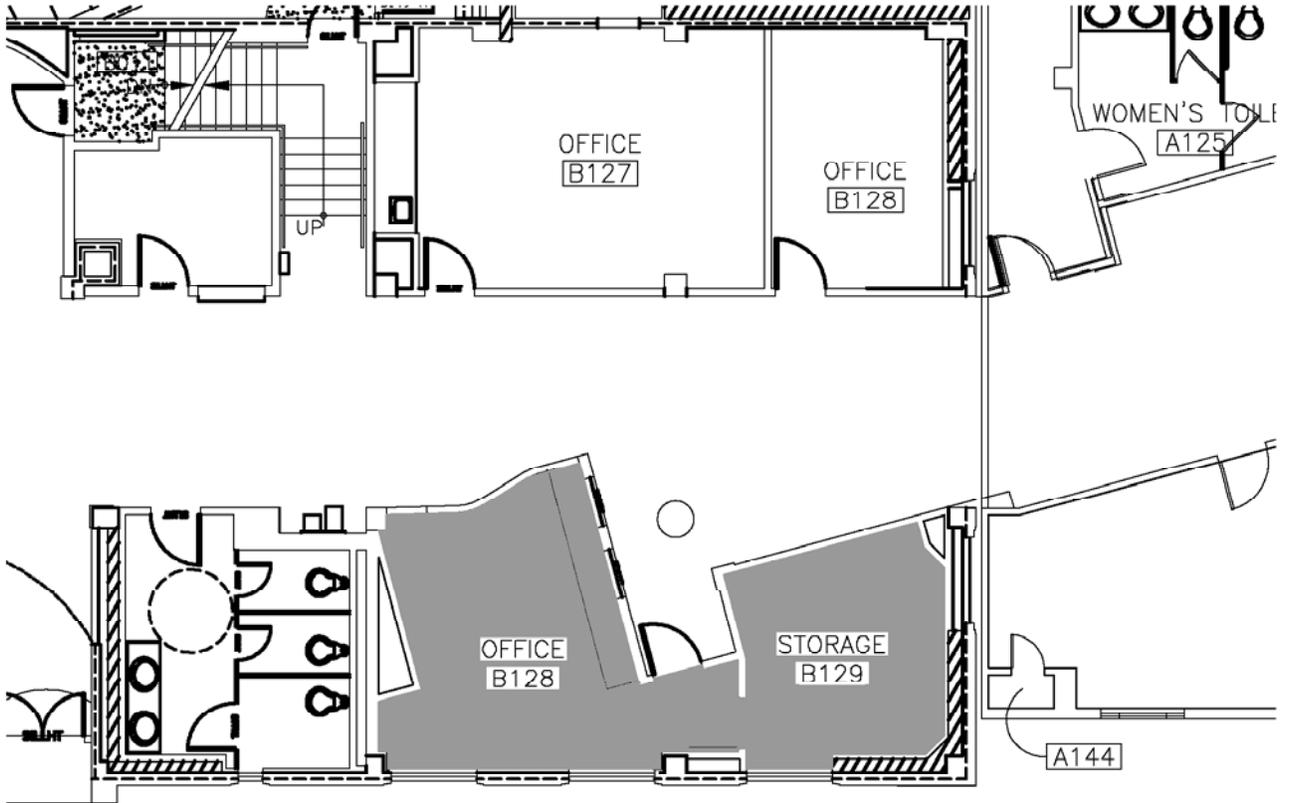


Location to receive CPT3
Office B213
Conference B212

Approximate Area
705 sf
340 sf

Scale: 1" = 10'

CARPET REPLACEMENT 07-08

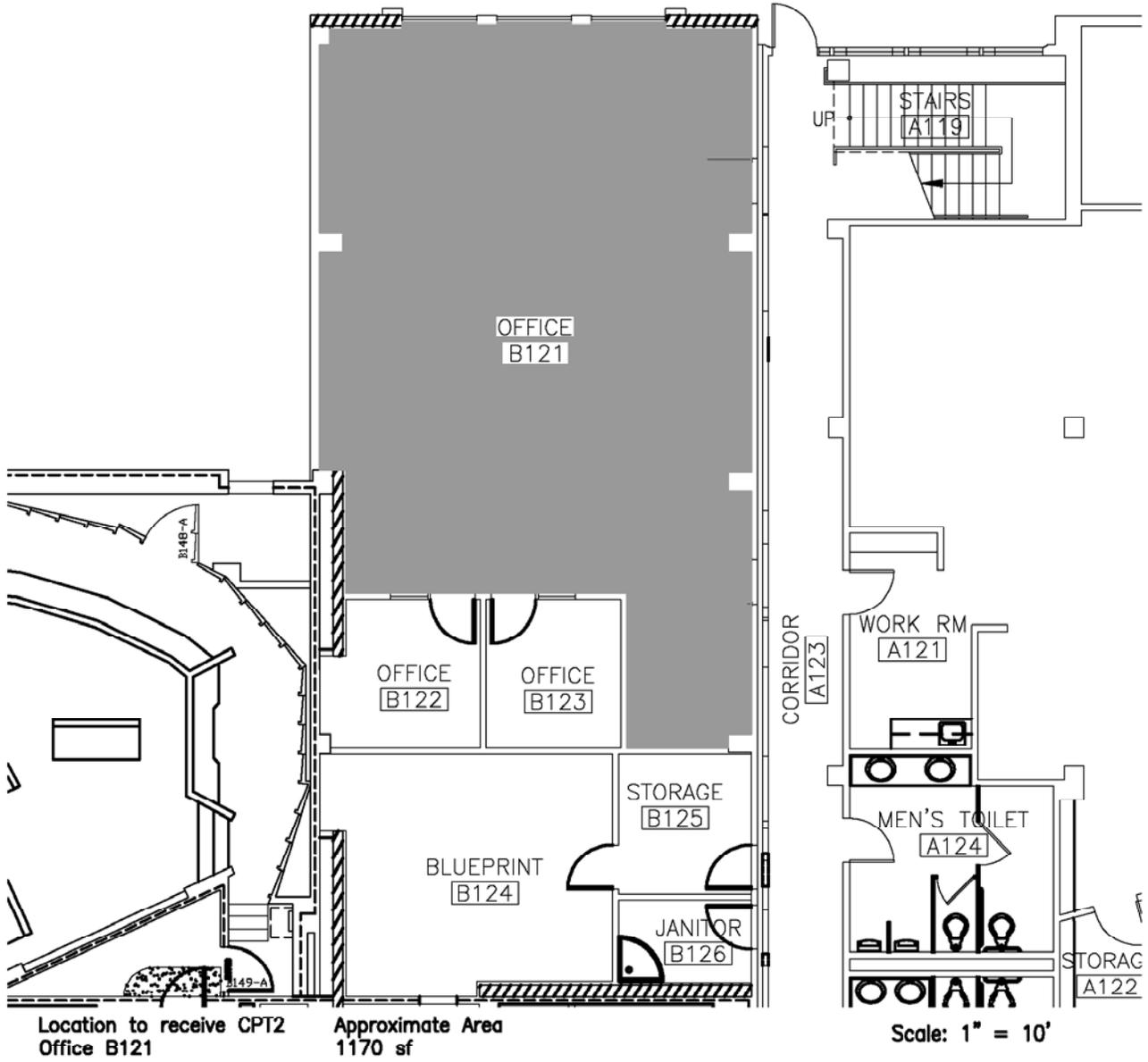


Location to receive CPT3
Office B128 and Storage B129

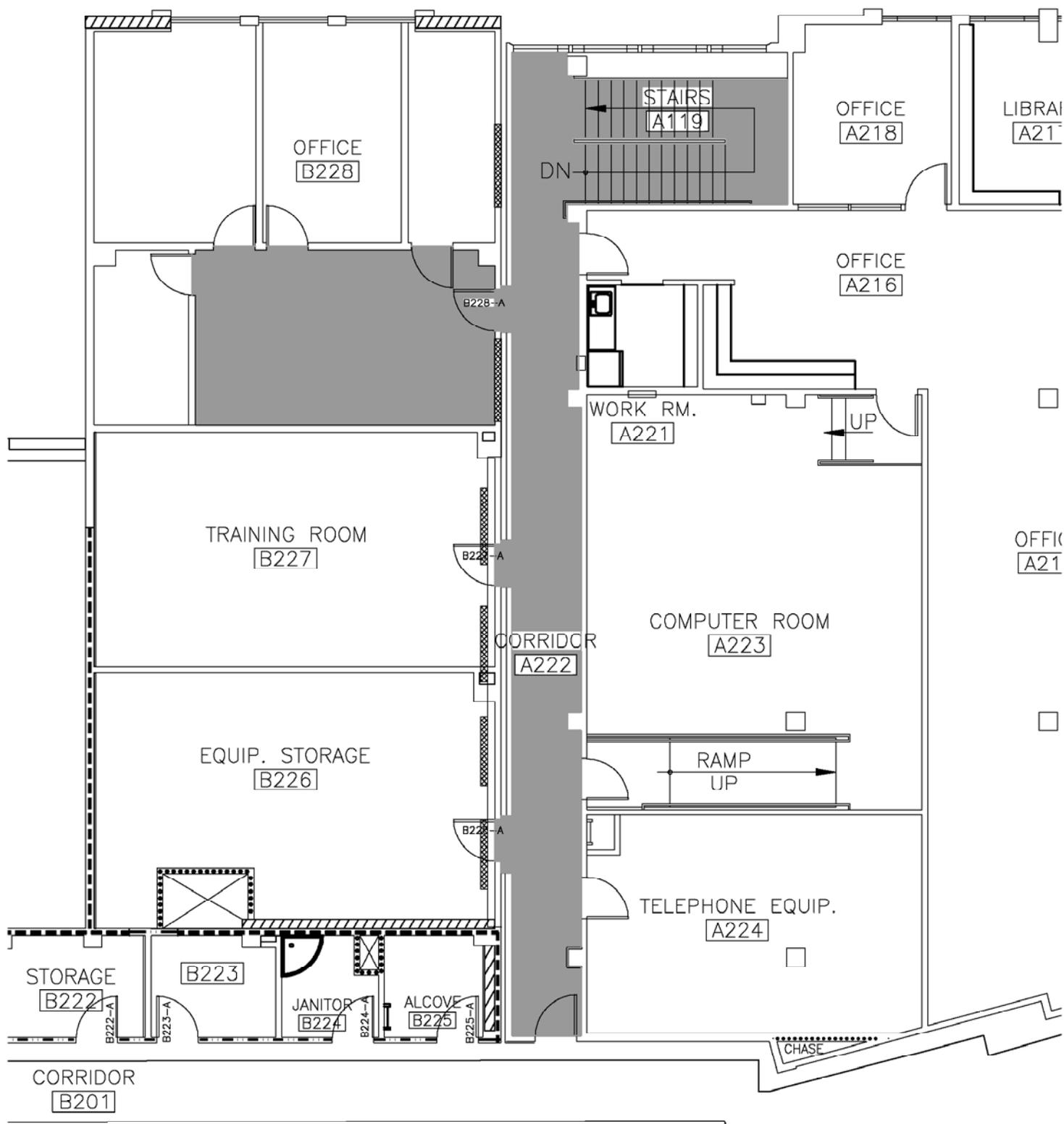
Approximate Area
410 sf

Scale: 1" = 10'

CARPET REPLACEMENT 07-08



CARPET REPLACEMENT 07-08



Location to receive CPT1
 Stair A119
 Location to receive CPT2
 Corridor A222
 Portion of Office B228

Approximate Area
 140 sf
 350 sf
 273 sf

Scale: 1" = 10'

09680-10