TETER
ARCHITECTS ENGINEERS CONNECTED

Project Manual

for

Merced City School District (MCSD)

John Muir Elementary School,

John C Fremont Elementary School &

Donn B. Chenoweth Elementary School

(Emergency) Temporary Installation of Stockpile Relocatable Classroom Building for Temporary School Use, and Associated Sitework

District Bid No.: 2024-7

Elementary School
TETER Project No.: 25-13265,66 67
DSA File No.: ##-##
DSA Appl. No.: 02-######
PTN No.: #####-##



REV 1 - BID DOCUMENTS

SECTION 000110
TABLE OF CONTENTS

INTRODUCTORY INFORMATION		PAGES
000101	PROJECT TITLE PAGE	1
000110	TABLE OF CONTENTS	2

DIVISION 00	CONTRACT REQUIREMENTS	PAGES
	NOTICE TO BIDDERS	2
	INSTRUCTIONS TO BIDDERS	8
	BID FORM	3
	BID BOND	2
	DESIGNATION OF SUBCONTRACTORS	3
	NON-COLLUSION DECLARATION	1
	IRAN CONTRACTING ACT CERTIFICATION	1
	FINGERPRINTING NOTICE AND ACKNOWLEDGMENT	5
	WORKERS' COMPENSATION CERTIFICATE	1
	DRUG-FREE WORKPLACE CERTIFICATION	1
	NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS	2
	PERFORMANCE BOND	2
	PAYMENT BOND	2
	SINGLE-PRIME CONTRACT GENERAL CONDITIONS	107

DIVISION 01	GENERAL REQUIREMENTS	PAGES
011100	SUMMARY OF WORK	5
011101	MULTIPLE CONTRACT SUMMARY	4
011103	ADDENDA	1
011105	USE OF ARCHITECT'S ELECTRONIC FILES	3
012500	SUBSTITUTION PROCEDURES	6
012600	CONTRACT MODIFICATION PROCEDURES	5
012605	DSA HOURLY FEE SERVICES	2
012613	REQUEST FOR INFORMATION (RFI)	4
012900	PAYMENT PROCEDURES	5
013300	SUBMITTAL PROCEDURES	10
014000	QUALITY AND TESTING REQUIREMENTS	12
015000	TEMPORARY FACILITIES AND CONTROLS	10
015116	FIRE SAFETY DURING CONSTRUCTION	8
017300	EXECUTION	10
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	7
017700	CLOSEOUT PROCEDURES	6
017836	WARRANTIES	2
017839	PROJECT RECORD DRAWINGS	4

DIVISION 02 EXISTING CONDITIONS PAGES

024119 SELECTIVE DEMOLITION 7

DIVISIONS 03 - 09 NOT USED

DIVISION 10 SPECIALTIES PAGES

101400 SIGNAGE 7
104415 FIRE EXTINGUISHERS AND CABINETS 3

DIVISIONS 11 – 25 NOT USED

DIVISION 26 ELECTRICAL PAGES

260000 SUMMARY OF ELECTRICAL WORK 4
260010 GENERAL CONDITIONS FOR ELECTRICAL WORK 10
260500 BASIC ELECTRICAL MATERIALS AND METHODS 19
260526 GROUNDING 6
269500 ELECTRICAL ACCEPTANCE TESTS 14

DIVISION 27 COMMUNICATIONS PAGES

272000 TELECOMMUNICATION SYSTEM 6

DIVISION 28 ELECTRONIC SAFETY AND SECURITY PAGES

283100 FIRE ALARM SYSTEM 11

DIVISICON 31 EARTHWORK PAGES

311100 SITE CLEARING 5
312000 EARTHWORK 7
312005 TRENCHING 6

DIVISION 32 EXTERIOR IMPROVEMENTS PAGES

321217 ASPHALT PAVING 5
321313 CONCRETE PAVING AND WALKS 10

DIVISION 33 NOT USED

END OF SECTION

NOTICE TO BIDDERS

Notice is hereby given that the Merced City School District (hereinafter referred to as "Owner"), acting by and through its Governing Board, will receive sealed bids prior to but no later than **11:00 AM, Thursday, June 19, 2025, for:**

Temporary Housing, Portable Projects, Site Work for
John C. Fremont Elementary, John Muir Elementary, and Chenoweth Elementary
Bid # 2024-7

as per drawings and specifications, which may now be obtained from the Architect:

TETER, LLP
ATTN:
Chris Nikkel
chris.nikkel@teterae.com
7535 N Palm Ave, STE 201
Fresno, CA 93711
559-437-0887

Bids will be publicly opened and read aloud at 11:00 AM on June 19th, 2025, at the Merced City School District, Facilities Services Department Operational Center (OC), 2111 Wardrobe Avenue, Merced, CA. 95341.

Before submitting bids, all bidders **must** prequalify through the Quality Bidders website. Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Complete instructions to access documents can be requested from the MCSD Department Secretary of Facilities Services, Diana Meraz, by email at dmeraz@mcsd.k12.ca.us. Bid documents are available for review without registration at the following plan rooms:

Dodge Data & Analytics	support@cosntruction.com
Central California Builders Exchange	info@cencalbx.com
Builders Exchange of Stockton	crobinson@besonline.com
Valley Builders Exchange, Inc.	info@valleybx.com
Construction Bidboard (eBidBoard)	support@ebidboard.com

Bids for this **Single Prime Project** will be received for the following base bid items: building demolition/abatement and removal, concrete and asphalt demolition and removal, finishes, concrete flatwork, paving, fencing, low voltage, electrical, plumbing, and landscape/irrigation. The contract time shall be 30 Calendar days from the Notice of Award, anticipated by June 25, 2025. CONTRACTOR should consult the agreement form regarding any milestones and Liquidated Damages.

Mandatory Pre-Bid Meeting:

Contractors who plan to submit bids shall attend the ONE (1) mandatory Pre-Bid Conference:

Meeting Schedule: Friday, June 13, 2025, at 9:00 AM, we will meet at Fremont Elementary to start, and then continue to John Muir and Chenoweth Elementaries to conclude the Pre-Bid Conference

John C Fremont Elementary- 2150 S Street, Merced, CA 95340
John Muir Elementary- 300 W 26th Street, Merced, CA 95340
Donn B. Chenoweth-3200 N. Parsons Ave, Merced, CA 95340

Any contractor bidding on the project who fails to attend the Pre-Bid Conference in its entirety will be deemed non-responsive and will have its bid returned unopened.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents, as well as the following documents: Bid Form, Bid Bond Security, List of Designated Subcontractors, Sufficient Funds Declaration, Non-Collusion Declaration, and Iran Contracting Act Certification as outlined in the "Instruction to Bidders".

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum.

Advertisement Dates:
First Publication: Thursday, June 6, 2025
Second Publication: Thursday, June 12, 2025
Bid Date: Thursday, June 19, 2025

Merced City School District
Bryan Behn, Director of Facilities BBehn@mcsd.k12.ca.us
Cell: 209-631-7389 Office: 209-385-6332

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and Specifications are available at:

TETER, LLP
ATTN:
Chris Nikkel
chris.nikkel@teterae.com
7535 N Palm Ave, STE 201
Fresno, CA 93711
559-437-0887

Bid documents are available for review without registration at the following plan rooms:

Dodge Data & Analytics	support@cosntruction.com
Central California Builders Exchange	info@cencalbx.com
Builders Exchange of Stockton	crobinson@besonline.com
Valley Builders Exchange, Inc.	info@valleybx.com
Construction Bidboard (eBidBoard)	support@ebidboard.com

BID FORMAT:

Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries
Bid # 2024-7

PREQUALIFICATION:

This Project is subject to prequalification. Prequalification Applications must be submitted through Quality Bidders and can be accessed on the Merced City School District webpage at:
https://www.mcsd.k12.ca.us/District/Department/1-Facilities/Portal/upcoming-projects-and-contractor-information

REGISTRATION:

The Owner shall not accept any bid as of March 1, 2015, or enter into any contract as of April 1, 2015, without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any sub-bid as of March 1, 2015, or enter into any subcontract as of April 1, 2015, without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid:

    A. The name and location of the place of business and the California contractor’s license number of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor’s license number shall

not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:

1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

7. All bids must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work,

and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT X IS ☐ IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder’s capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs $21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

> **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.
>
> **Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:

Return by each bidder of all drawings, specifications and addenda or bulletins in an unmutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time of completion for the Project shall be **THIRTY FIVE (35)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of

such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **($1,500.00) per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.

BID FORM

Merced, California

Merced City School District
Facilities Department
2105 Wardrobe Avenue
Merced, CA 95341

Dear Board Members:

The undersigned doing business under the firm name of:

_____

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries
Bid # 2024-7

prepared by:

TETER, LLP
7535 N Palm Ave, STE 201
Fresno, CA 93711
(559) 437-0887

Base Bid:

_____ Dollars

($_____)

Bidder acknowledges and agrees that the Base Bid accounts for all items in contract documents.

For informational purposes, Bidder shall provide the following Sub-Totals for use by the District. In the event that the tabulated total of the following sub-totals does not match the Base Bid stipulated above, the Base Bid stipulated above shall govern and be the basis of evaluation for the Award of the Contract.

Sub-Total No. 1:
Sub-Total for work at John Muir ES ($_____)

Sub-Total No. 2:
Sub-Total for work at John C Fremont ES ($_____)

Sub-Total No. 3:
Sub-Total for work at Donn B Chenoweth ES ($_____)

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

_____
_____

Our Public Liability and Property Damage Insurance is placed with:

_____
_____

Our Workers' Compensation Insurance is placed with:

_____
_____

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder’s California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of

perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : _____

Title: _____

Name of Company as Licensed: _____

Business Address: _____

_____

Telephone & Fax Number: _____

DIR Registration Number & Classification: _____

Email Address: _____

California Contractor License No.: _____

Class and Expiration Date: _____

State of Incorporation, if Applicable: _____

( ) Evidence of authority to bind corporation is attached.

Dated: _____, _____

Signed: _____

BID BOND

Note: This document must be executed and submitted with the bid.

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Merced City School District "Owner" in the sum of _____ Dollars ($_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Givens Elementary School Walk-in Freezer/Refrigerator in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, 2021, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

_____
(Principal)

_____
(Business Address)

_____

_____
(Corporate Surety)

_____
Business Address)

By:_____

_____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, $_____.

(The above must be filled in by Corporate Surety).

DESIGNATION OF SUBCONTRACTORS

Note: This document must be executed and submitted with the bid.

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of March 1, 2015, for any bid proposal submitted, and as of April 1, 2015, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	CA Contractor License Number and License Class	DIR # & Classification	Email Address

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR # & Classification	Email Address

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2019, at _____[city], CA.

Signature: _____

Print Name: _____

Title: _____

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: _____

Project: **Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries**
Bid # 2024-7

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2021, at _____ [*city*], CA.

_____
Signature

_____
Print Name

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

Note: This document must be executed and submitted with the bid.

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any

methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No
[ ] [ ] Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

_____
_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature
Typed Name: _____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq*., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS

(Executive Order N-6-22)

District:
Project:
Contract:
Contract Date:
Company (Name): _____

NOTICE:

On March 4, 2022, California Governor Gavin Newsom issued Executive Order No. N-6-22 ("Executive Order") relating to sanctions imposed by the U.S. government and the State of California ("State") in response to actions in Ukraine by the Russian Federation ("Russia").

Among other things, the Executive Order "calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine."

The Executive Order requires that all State agencies and departments subject to the Governor's authority: (i) review contracts for commodities, services, and technology to determine compliance with such federal and State economic sanctions ("Economic Sanctions"); (ii) terminate contracts with entities or individuals that are a target of the Economic Sanctions; and (iii) not enter into any additional contracts with such entities or individuals.

The Executive Order further requires that each State agency and department: (i) notify all grantees of the agency or department (each a "Grantee") and contractors with contracts of $5 million or more (each, a "State Contractor") of their obligations to comply with the Economic Sanctions; (ii) direct all Grantees and State Contractors to report to the agency or department regarding their compliance with the Economic Sanctions; and (iii) direct all Grantees and State Contractors to report on steps they have taken in response to Russia's activities in Ukraine.

CERTIFICATION:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) I am a duly authorized representative of the Company identified above in this form and, in that capacity, I have executed this certification on behalf of the Company.

(ii) The Company acknowledges that, in connection with various programs, services, and activities undertaken by the District from time to time, the District receives grant funding provided through one or more State agencies or departments.

(iii) The Company represents and warrants that neither the Company nor any of its directors, officers, or affiliates: (i) invests in, or has financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia ("Russian Entities"); or (ii) transfers technology to Russia or any Russian Entities.

(iv) The Company represents and agrees that, in connection with the Contract identified above in this form, and in connection with their activities pursuant to such Contract, neither the Company nor any of its directors, officers, or affiliates shall engage in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violate any of the Economic Sanctions.

(v) The Company acknowledges and agrees that, while the Contract is in effect, if the Company or any of its directors, officers, or affiliates engages in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violates any of the Economic Sanctions, then, following notice and 30-day opportunity for the Company to submit a written response, and in the District's sole discretion or as may be required by the State, the District may terminate the Contract and, in addition, the District and/or State may take any and all other actions as permitted by applicable law.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ _____ as Principal and _____ as Surety, are held and firmly bound unto **Merced City School District**, in the County of Merced, State of California, hereinafter called the "Owner", in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 2025, for construction of:

Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries
Bid # 2024-7

The condition of this obligation is such that**,** if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Merced City School District (the "Owner" of the public works project described below) and _____,
hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries
Bid # 2024-7

Which said agreement dated _____, 2025, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____
("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____)
which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this ____ day of _____.

GENERAL CONDITIONS

for

CONTRACT OF CONSTRUCTION

OF THE

Temporary Housing, Portable Site Work Project for John C Fremont, John Muir, and Chenoweth Elementaries
Bid # 2024-7

MERCED CITY SCHOOL DISTRICT

June 2025

SUMMARY OF CONTENTS

ARTICLE 1: GENERAL CONDITIONS 1

ARTICLE 2: OWNER 6

ARTICLE 3: THE CONTRACTOR 10

ARTICLE 4: ADMINISTRATION OF THE CONTRACT 25

ARTICLE 5: SUBCONTRACTORS 40

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 46

ARTICLE 7: CHANGES IN THE WORK 48

ARTICLE 8: TIME 56

ARTICLE 9: PAYMENTS AND COMPLETION 60

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY 70

ARTICLE 11: INSURANCE AND BONDS 75

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK 80

ARTICLE 13: MISCELLANEOUS PROVISIONS 83

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT 94

TABLE OF CONTENTS

ARTICLE 1 1
GENERAL CONDITIONS 1
1.1 BASIC DEFINITIONS 1
1.1.1 THE CONTRACT DOCUMENTS 1
1.1.2 THE CONTRACT 1
1.1.3 THE WORK 1
1.1.4 THE PROJECT 2
1.1.5 THE DRAWINGS 2
1.1.6 THE SPECIFICATIONS 2
1.1.7 THE PROJECT MANUAL 2
1.1.8 OR 2
1.1.9 COMPLETION 2
1.2 EXECUTION, CORRELATION AND INTENT 3
1.2.1 CORRELATION AND INTENT 3
1.2.1.1 *Documents Complementary and Inclusive* 3
1.2.1.2 *Coverage of the Drawings and Specifications* 3
1.2.1.3 *Conflicts* 3
1.2.1.4 *Conformance With Laws* 3
1.2.1.5 *Ambiguity* 4
1.2.1.6 *Execution* 4
1.2.2 ADDENDA AND DEFERRED APPROVALS 4
1.2.2.1 *Addenda* 4
1.2.2.2 *Deferred Approvals* 5
1.2.3 SPECIFICATION INTERPRETATION 5
1.2.3.1 *Titles* 5
1.2.3.2 *As Shown, Etc* 5
1.2.3.3 *Provide* 5
1.2.3.4 *General Conditions* 5
1.2.3.5 *Abbreviations* 5
1.2.3.6 *Plural* 5
1.2.3.7 *Metric* 5
1.2.3.8 *Standard Specifications* 5
1.2.3.9 *Absence of Modifiers* 6
1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS 6
ARTICLE 2 6
OWNER 6
2.1 DEFINITION 6
2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER 7
2.2.1 INTENTIONALLY LEFT BLANK 7
2.2.2 SITE SURVEY 7
2.2.3 SOILS 7
2.2.3.1 *Owner Furnished Services* 7
2.2.3.2 *Contractor Reliance* 7
2.2.4 UTILITY SURVEY 7
2.2.5 INFORMATION 8
2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION 8
2.2.6.1 *Removal, Relocation* 8
2.2.6.2 *Assessment* 8
2.2.6.3 *Notification* 8
2.2.6.4 *Underground Utility Clearance* .8
2.2.7 EASEMENTS 8
2.2.8 REASONABLE PROMPTNESS 9
2.2.9 COPIES FURNISHED 9
2.2.10 DUTIES CUMULATIVE 9
2.3 OWNER'S RIGHT TO STOP THE WORK 9
2.4 OWNER'S RIGHT TO CARRY OUT THE WORK 9
ARTICLE 3 10
THE CONTRACTOR 10
3.1 DEFINITION 10
3.2 SUPERVISION AND CONSTRUCTION PROCEDURES 10
3.2.1 CONTRACTOR 10
3.2.2 CONTRACTOR RESPONSIBILITY 11
3.2.3 OBLIGATIONS NOT CHANGED BY ARCHITECT'S ACTIONS 11
3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK 11
3.2.5 PROJECT MEETINGS 11
3.3 SUPERINTENDENT 12
3.3.1 FULL TIME SUPERINTENDENT 12
3.3.2 STAFF 12
3.3.3 RIGHT TO REMOVE 12
3.4 LABOR AND MATERIALS 12
3.4.1 CONTRACTOR TO PROVIDE 12
3.4.2 QUALITY 12
3.4.3 REPLACEMENT 13
3.4.4 DISCIPLINE 13

3.5 WARRANTY 13
3.6 TAXES 13
3.7 PERMITS, FEES AND NOTICES 13
3.7.1 PAYMENT 13
3.7.2 COMPLIANCE 14
3.7.3 CONTRACT DOCUMENTS 14
3.7.4 RESPONSIBILITY 14
3.8 ALLOWANCES 14
3.8.1 CONTRACT 14
3.8.2 SCOPE 14
3.8.2.1 *Prompt Selection* 14
3.8.2.2 *Cost* 14
3.8.2.3 *Cost Included in Contract Sum* 14
3.8.2.4 *Contract Sum Adjustment* 14
3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES 15
3.9.1 REQUIREMENTS 15
3.9.2 DSA OVERSIGHT PROCESS 17
3.9.3 FAILURE TO MEET REQUIREMENTS 17
3.10 DOCUMENTS AND SAMPLES AT THE SITE 17
3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES 18
3.11.1 SUBMITTALS DEFINED 18
3.11.1.1 *Shop Drawings* 18
3.11.1.2 *Samples* 18
3.11.1.3 *Contractor's Responsibility* 18
3.11.1.4 *Extent of Review* 19
3.11.2 DRAWING SUBMISSION PROCEDURE 19
3.11.2.1 *Transmittal Letter and Other Requirements* 19
3.11.2.2 *Copies Required* 20
3.11.2.3 *Corrections* 20
3.11.2.4 *Approval Prior to Commencement of Work* 20
3.11.3 SAMPLE SUBMISSIONS PROCEDURE 20
3.11.3.1 *Samples Required* 20
3.11.3.2 *Labels and Instructions* 20
3.11.3.3 *Architect's Review* 21
3.11.3.4 *Record Drawings and Annotated Specifications* 21
3.11.3.5 *Equipment Manuals* 21
3.11.3.6 *Owner's Property* 21
3.11.4 SUBSTITUTIONS 21
3.11.4.1 *One Product Specified* 21
3.11.4.2 *Two or More Products Specified* 22
3.11.4.3 *Substitution Request Form* 22
3.11.4.4 *List of Manufacturers and Products Required* 22
3.11.5 DEFERRED APPROVALS 23
3.12 CUTTING AND PATCHING 23
3.12.1 SCOPE 23
3.12.2 CONSENT 23
3.12.3 STRUCTURAL MEMBERS 23
3.12.4 Subsequent Removal 23
3.13 CLEANING UP 24
3.13.1 CONTRACTOR'S RESPONSIBILITY 24
3.13.2 FAILURE TO CLEANUP 24
3.13.3 CONSTRUCTION BUILDINGS 24
3.14 ACCESS TO WORK 24
3.15 ROYALTIES AND PATENTS 24
3.15.1 PAYMENT AND INDEMNITY 24
3.15.2 REVIEW 25
3.16 INDEMNIFICATION 25
3.16.1 SCOPE: CONTRACTOR 25
3.16.2 SCOPE: SUBCONTRACTORS 25
3.16.2.1 *Indemnity* 26
3.16.2.2 *Joint and Several Liability* 26
3.16.3 NO LIMITATION 26
3.17 OWNER AS INTENDED BENEFICIARY 27
3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE 27
ARTICLE 4 27
ADMINISTRATION OF THE CONTRACT 27
4.1 ARCHITECT 27
4.1.1 DEFINITION 27
4.1.2 MODIFICATION 27
4.1.3 TERMINATION 27
4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT 28
4.2.1 STATUS 28
4.2.2 SITE VISITS 28
4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY 28
4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION 28
4.2.5 PAYMENT APPLICATIONS 28
4.2.6 REJECTION OF WORK 28
4.2.7 CHANGE ORDERS 29

4.2.8 WARRANTIES UPON COMPLETION.....29
4.2.9 INTERPRETATION.....29
4.2.10 ADDITIONAL INSTRUCTIONS 29
4.2.10.1 *Architect's Interpretations and Decisions*.....29
4.2.10.2 *Typical Parts and Sections*.....30
4.2.10.3 *Dimensions*.....30
4.3 INSPECTOR OF RECORD 30
4.3.1 GENERAL.....30
4.3.2 INSPECTOR OF RECORD'S DUTIES.....30
4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK.....30
4.3.4 INSPECTOR OF RECORD'S FACILITIES 30
4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES 31
4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS.....31
4.5.1 NOTICE OF POTENTIAL CHANGE.....32
4.5.2 CHANGE ORDERS REQUESTS.....32
4.5.3 DEFINITION OF CLAIM.....33
4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER 34
4.5.5 CONTENT OF CLAIM 35
4.5.5.1 *Claim Format; Waiver*.....35
4.5.5.2 *Claims for Additional Money*.....36
4.5.5.3 *Claims for Additional Time*.....37
4.5.5.3.1 *Notice of Extent of Claim*.....37
4.5.5.3.2 *Unusually Severe Weather Claims* 37
4.5.5.4 *"Pass Through" Claims*.....37
4.5.6 PROCEDURES FOR CLAIMS LESS THAN OR EQUAL TO $375,000 (PUBLIC CONTRACT CODE SECTION 20104.2).....38
4.5.6.1 *Claims for Less Than $50,000* 38
4.5.6.2 *Claims Over $50,000 and Less Than or equal to $375,000*.....39
4.5.6.3 *Meet and Confer* 39
4.5.6.4 *Government Code Claim*.....40
4.5.7 PROCEDURES FOR CLAIMS OVER $375,000.....41
4.5.8 CONTINUING CONTRACT PERFORMANCE 41
4.5.9 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS 41
4.5.9.1 *Trenches or Excavations Less Than Four Feet Below the Surface* 41
4.5.9.2 *Trenches or Excavations Greater Than Four Feet Below the Surface* 41
4.5.10 INJURY OR DAMAGE TO PERSON OR PROPERTY 42
ARTICLE 5.....43
SUBCONTRACTORS 43
5.1 DEFINITIONS 43
5.1.1 SUBCONTRACTOR.....43
5.1.2 SUB-SUBCONTRACTOR.....43
5.1.3 SPECIALTY CONTRACTORS.....43
5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK 43
5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER.....43
5.2.2 GROUNDS FOR SUBSTITUTION.....44
5.2.2.1 *No Change in Contract* 44
5.2.2.2 *Substitution Due to Clerical Error* 44
5.3 SUBCONTRACTUAL RELATIONS .45
5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS 46
5.5 SUBCONTRACTOR'S RESPONSIBILITIES.....46
5.5.1 SUPERVISION BY SUBCONTRACTORS 46
5.5.2 DISCIPLINE AND ORDER 46
5.5.3 DEFECTS DISCOVERED 46
5.5.4 SUBCONTRACTOR INFORMATION.....47
5.5.5 TEMPORARY STRUCTURES 47
5.5.6 CHARGES TO SUBCONTRACTOR.....47
5.5.7 FINES IMPOSED.....47
5.5.8 PROJECT SIGNS.....47
5.5.9 REMEDIES FOR FAILURE TO PERFORM...48
5.5.10 DISPUTES NOT TO AFFECT WORK.....48
5.5.11 APPLICATION FOR PAYMENT.....48
5.5.12 COMPLIANCE WITH PROCEDURES 48
5.5.13 ON-SITE RECORD KEEPING.....48
5.5.14 NON-EXCLUSIVE OBLIGATIONS.....49
ARTICLE 6.....49
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS.....49

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS 49
6.1.1 OWNER'S RIGHTS 49
6.1.2 DESIGNATION AS CONTRACTOR 49
6.1.3 CONTRACTOR DUTIES 49
6.1.4 OWNER OBLIGATIONS 50
6.2 MUTUAL RESPONSIBILITY 50
6.2.1 DELIVERY AND STORAGE 50
6.2.2 NOTICE BY CONTRACTOR 50
6.2.3 COSTS INCURRED 50
6.2.4 CORRECTION OF DAMAGE 51
6.3 OWNER'S RIGHT TO CLEAN UP 51
ARTICLE 7 51
CHANGES IN THE WORK 51
7.1 CHANGES 51
7.1.1 NO CHANGES WITHOUT AUTHORIZATION 51
7.1.2 AUTHORITY TO ORDER MINOR CHANGES 52
7.2 CHANGE ORDERS ("CO") 52
7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD") 52
7.3.1 DEFINITION 52
7.3.2 USE TO DIRECT CHANGE 52
7.4 REQUEST FOR INFORMATION ("RFI") 53
7.4.1 DEFINITION 53
7.4.2 SCOPE 53
7.4.3 RESPONSE TIME 53
7.4.4 COSTS INCURRED 53
7.5 REQUEST FOR PROPOSAL ("RFP") 54
7.5.1 DEFINITION 54
7.5.2 SCOPE 54
7.6 CHANGE ORDER REQUEST ("COR") 54
7.6.1 DEFINITION 54
7.6.2 CHANGES IN PRICE 54
7.6.3 CHANGES IN TIME 54
7.7 PRICE OF CHANGE ORDERS 54
7.7.1 SCOPE 54
7.7.2 DETERMINATION OF COST 55
7.7.3 FORMAT FOR PROPOSED COST CHANGE 57
7.7.4 DISCOUNTS, REBATES, AND REFUNDS ...58
7.7.5 ACCOUNTING RECORDS 58
7.7.6 NOTICE REQUIRED 58
7.7.7 APPLICABILITY TO SUBCONTRACTORS ..58
7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME 59
ARTICLE 8 59
TIME 59
8.1 DEFINITIONS 59
8.1.1 CONTRACT TIME 59
8.1.2 NOTICE TO PROCEED 59
8.1.3 DAYS 59
8.2 HOURS OF WORK 59
8.2.1 SUFFICIENT FORCES 59
8.2.2 PERFORMANCE DURING WORKING HOURS 59
8.2.3 LABOR CODE APPLICATION 59
8.2.4 COSTS FOR AFTER HOURS INSPECTIONS 60
8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS 60
8.3 PROGRESS AND COMPLETION 60
8.3.1 TIME OF THE ESSENCE 60
8.3.2 NO COMMENCEMENT WITHOUT INSURANCE 61
8.3.3 EXPEDITIOUS COMPLETION 61
8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES 61
8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY) 61
8.4.2 COMPENSABLE DELAY (TIME AND MONEY) 62
8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY 62
8.4.4 EARLY COMPLETION 62
8.4.5 LIQUIDATED DAMAGES 63
8.5 GOVERNMENT APPROVALS 64
ARTICLE 9 64
PAYMENTS AND COMPLETION 64
9.1 CONTRACT SUM 64
9.2 COST BREAKDOWN 64
9.2.1 REQUIRED INFORMATION 64
9.2.2 OWNER ACCEPTANCE REQUIRED 65
9.3 APPLICATIONS FOR PAYMENT 65
9.3.1 PROCEDURE 65
9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT 66
9.3.3 WARRANTY OF TITLE 66

9.4 REVIEW OF PROGRESS PAYMENT....67
9.4.1 OWNER ACCEPTANCE....67
9.4.2 OWNER'S REVIEW....67
9.5 DECISIONS TO WITHHOLD PAYMENT....67
9.5.1 REASONS TO WITHHOLD PAYMENT....67
9.5.2 PAYMENT AFTER CURE....70
9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHOLD....70
9.6 PROGRESS PAYMENTS....70
9.6.1 PAYMENTS TO CONTRACTOR....70
9.6.2 PAYMENTS TO SUBCONTRACTORS....70
9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION....71
9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT....71
9.6.5 PAYMENT TO SUPPLIERS....71
9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE....71
9.6.7 JOINT CHECKS....71
9.7 COMPLETION OF THE WORK....71
9.7.1 CLOSE-OUT PROCEDURES....71
9.7.2 COSTS OF MULTIPLE INSPECTIONS....72
9.8 PARTIAL OCCUPANCY OR USE....72
9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION....73
9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT....73
9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT....73
9.9.3 RELEASE OF RETAINAGE....74
9.10 SUBSTITUTION OF SECURITIES....74
ARTICLE 10....74
PROTECTION OF PERSONS AND PROPERTY....74
10.1 SAFETY PRECAUTIONS AND PROGRAMS....74
10.1.1 CONTRACTOR RESPONSIBILITY....74
10.1.2 SUBCONTRACTOR RESPONSIBILITY....75
10.1.3 COOPERATION....75
10.1.4 ACCIDENT REPORTS....75
10.1.5 FIRST-AID SUPPLIES AT SITE....75
10.2 SAFETY OF PERSONS AND PROPERTY....75
10.2.1 THE CONTRACTOR....75
10.2.2 CONTRACTOR NOTICES....76
10.2.3 SAFETY BARRIERS AND SAFEGUARDS.76
10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL....76
10.2.5 FINGERPRINTING....76
10.3 PROTECTION OF WORK AND PROPERTY....76
10.3.1 PROTECTION OF WORK....76
10.3.2 PROTECTION FOR ELEMENTS....77
10.3.3 SHORING AND STRUCTURAL LOADING77
10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS....77
10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES....77
10.3.6 SITE ACCESS....77
10.3.7 PROTECTION OF MATERIALS....78
10.4 EMERGENCIES....78
10.4.1 EMERGENCY ACTION....78
10.4.2 ACCIDENT REPORTS....78
10.5 HAZARDOUS MATERIALS....78
10.5.1 DISCOVERY OF HAZARDOUS MATERIALS....78
10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS....78
10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR....79
10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR....79
10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION....79
10.5.6 ARCHEOLOGICAL MATERIALS....79
ARTICLE 11....80
INSURANCE AND BONDS....80
11.1 CONTRACTOR'S LIABILITY INSURANCE....80
11.1.1 LIABILITY INSURANCE REQUIREMENTS....80
11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS....81
11.1.3 OWNER'S INSURANCE....81
11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS....81
11.1.5 WORKERS' COMPENSATION INSURANCE....81

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE 82
11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS....82
11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE....82
11.1.8 FIRE INSURANCE....83
11.1.9 OTHER INSURANCE....83
11.1.10 PROOF OF CARRIAGE OF INSURANCE....83
11.1.11 COMPLIANCE....84
11.2 PERFORMANCE AND PAYMENT BONDS....84
11.2.1 BOND REQUIREMENTS....84
11.2.2 SURETY QUALIFICATION....84
ARTICLE 12....85
UNCOVERING AND CORRECTION OF WORK....85
12.1 UNCOVERING OF WORK....85
12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS....85
12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED....85
12.2 CORRECTION OF WORK; WARRANTY....85
12.2.1 CORRECTION OF REJECTED WORK....85
12.2.2 REMOVAL OF NONCONFORMING WORK....85
12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT....85
12.2.4 COST OF CORRECTING THE WORK....86
12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)....86
12.2.6 NO TIME LIMITATION....86
12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT....86
ARTICLE 13....87
MISCELLANEOUS PROVISIONS....87
13.1 GOVERNING LAW....87
13.2 SUCCESSORS AND ASSIGNS....87
13.3 WRITTEN NOTICE....87
13.4 RIGHTS AND REMEDIES....87
13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE....87
13.4.2 NO WAIVER....87
13.5 TESTS AND INSPECTIONS....88
13.5.1 COMPLIANCE....88
13.5.2 INDEPENDENT TESTING LABORATORY 88
13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD....88
13.5.4 TESTING OFF-SITE....88
13.5.5 ADDITIONAL TESTING OR INSPECTION 88
13.5.6 COSTS FOR RETESTING....89
13.5.7 COSTS FOR PREMATURE TEST....89
13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK....89
13.6 [INTENTIONALLY LEFT BLANK]..89
13.7 TRENCH EXCAVATION....89
13.7.1 TRENCHES GREATER THAN FIVE FEET....89
13.7.2 EXCAVATION SAFETY....89
13.7.3 NO TORT LIABILITY OF OWNER....89
13.7.4 NO EXCAVATION WITHOUT PERMITS .90
13.8 WAGE RATES....90
13.8.1 WAGE RATES....90
13.8.2 HOLIDAY AND OVERTIME PAY....90
13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS....90
13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION....90
13.8.5 FORFEITURE AND PAYMENTS....90
13.8.6 MINIMUM WAGE RATES....91
13.8.7 PER DIEM WAGES....91
13.8.8 POSTING OF WAGE RATES....91
13.9 RECORD OF WAGES PAID: INSPECTION....91
13.9.1 APPLICATION OF LABOR CODE....91
13.10 APPRENTICES....94
13.10.1 APPRENTICE WAGES AND DEFINITIONS....94
13.10.2 APPRENTICE LABOR POOL....94
13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS....94
13.10.4 JOURNEYMAN/APPRENTICE RATIO.95
13.10.4.1 *Apprenticeable Craft or Trade*...95
13.10.5 RATIO EXEMPTION....96
13.10.6 APPRENTICE FUND....96
13.10.7 PRIME CONTRACTOR COMPLIANCE 96
13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE....96
13.10.9 NO BIAS....96

13.10.10 VIOLATION OF LABOR CODE.....96
13.11 ASSIGNMENT OF ANTITRUST CLAIMS.....97
13.11.1 APPLICATION.....97
13.11.2 ASSIGNMENT OF CLAIM.....98
13.12 AUDIT.....98
13.13 STORM WATER DISCHARGE PERMIT.....98
ARTICLE 14.....98
TERMINATION OR SUSPENSION OF THE CONTRACT.....98
14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE.....98
14.2 TERMINATION BY THE OWNER FOR CAUSE.....99
14.2.1 GROUNDS FOR TERMINATION.....99
14.2.2 NOTIFICATION OF TERMINATION.....99
14.2.3 PAYMENTS WITHHELD.....100
14.2.4 PAYMENTS UPON COMPLETION.....100
14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE.....100
14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE.....100
14.3.1 SUSPENSION BY OWNER.....100
14.3.1.1 *Adjustments*.....100
14.3.1.2 *Adjustments for Fixed Cost*.....100
14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE.....101
14.4 NOT A WAIVER.....101
14.5 MUTUAL TERMINATION FOR CONVENIENCE.....101
14.6 EARLY TERMINATION.....101

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings,

Specifications, and associated bid documents. ***The "Site" refers to*** the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.4 THE PROJECT

The "Project" is the total construction of the Work performed in accordance with the Contract Documents, but "Project" may also include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete."

1.1.10 *COMPLETION* OF THE PROJECT

For purposes of accrual of liquidated damages for delay to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute *completion* or *complete*.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-

governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect and Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 **ADDENDA AND DEFERRED APPROVALS**

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's

standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

ARTICLE 2

OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the

Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and Site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to Section 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the

event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Owner shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHER'S ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or

defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Contract Sum.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 ***Contract Sum Adjustment.*** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule of the Work that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The schedule and updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for Completion of the remainder of the Work, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner that Contractor will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a

revised schedule that gets the Work back on schedule and Completes all Work by the contractual milestones and within the Contract Time as adjusted by change orders or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

> I, _____ *[name of declarant]*, declare the following:
>
> _____ *[Contractor company name]* has contracted with _____ *[public entity name]* for the _____ Contract ("Contract"). _____ *[Contractor company name]* authorized me to prepare schedules for _____ *[public entity name]* for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ *[Contractor company name]* regarding the scheduling of the Work for this Contract.
>
> The attached schedule does not breach the Contract between _____ *[Contractor company name]* and _____ *[public entity name]* for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of schedules, only contains truthful and accurate as-built and as-planned dates of the Work (including supporting data), and is not a false claim.
>
> The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ *[Contractor company name]*.
>
> While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ *[signature]*
_____ *[name of declarant]*

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data

from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and Contractor's name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Contractor and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and

Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the

proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and

of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor

or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including,

but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 **NO LIMITATION**

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the

Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 PAYMENT APPLICATIONS

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with the temporary facilities as required under Division 1 of the Specifications.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Contractor.

B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.

C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The

written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 **CHANGE ORDERS REQUESTS**

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to

any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 **DEFINITION OF CLAIM**

A "Claim" is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner) within thirty (30) days of the Owner's rejection of a COR in whole or in part, or of a COR being deemed rejected, pursuant to Section 4.5.2 above; but if a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work, and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

> I, _____ *[name of declarant]*, declare the following:
>
> _____ *[Contractor company name]* has contracted with ____ *[public entity name]* for the _____ Contract ("Contract").

_____ *[Contractor company name]* authorized me to prepare the attached Claim for money and/or time extension for _____ *[public entity name]* regarding this Contract (such Claim being dated _____, 20__, and entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ *[Contractor company name]* regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ *[Contractor company name]*.

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ *[public entity name]* is responsible under its Contract with _____ *[Contractor company name]*.

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ *[signature]*
_____ *[name of declarant]*

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 *Claims for Additional Money*

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 *Claims for Additional Time*

4.5.5.3.1 *Notice of Extent of Claim*

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

4.5.5.3.2 *Unusually Severe Weather Claims*

If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

4.5.5.4 ***"Pass Through" Claims***

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims, and Public Contract Code section 9204(d)(5). Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

In addition to the other requirements in the Contract Documents, including but not limited to this Section 4.5, the Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of $375,000 or less must also comply with Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 ***Claims***

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then

the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 ***Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 *Trenches or Excavations Greater Than Four Feet Below the Surface*

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends

greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion provided by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 **GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public

Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to

instructions in writing by the Contractor over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 **REMEDIES FOR FAILURE TO PERFORM**

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 **DISPUTES NOT TO AFFECT WORK**

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 **APPLICATION FOR PAYMENT**

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 **COMPLIANCE WITH PROCEDURES**

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 **ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor

and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS CONTRACTOR

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

6.1.3 CONTRACTOR DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the

responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field

conditions.

7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of

the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 **SCOPE**

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 **CHANGE ORDER REQUEST** ("COR")

7.6.1 **DEFINITION**

A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

7.6.2 **CHANGES IN PRICE**

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 **CHANGES IN TIME**

Where a change in a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 **PRICE OF CHANGE ORDERS**

7.7.1 **SCOPE**

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 **DETERMINATION OF COST**

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor**.

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice

for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	EXTRA	CREDIT
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____

I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL	_____	_____

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to perform the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with

compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Milestone Deadlines and Contract Time are reasonable periods for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by

Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events about which Contractor was not advised at or before the time of bidding;

(c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the achievement of a Milestone Deadline, or the Completion of the whole Work within the Contract Time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been be prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not

within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, delaying another contractor's work on the Project or causing delay to the *completion* of the Project shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Contractor delays the work of others on the Project or *completion* of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in Article III of the Agreement and the Contract Documents.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Contractor shall furnish the following:

A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.

B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;

C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 OWNER ACCEPTANCE REQUIRED

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

C. The balance that will be due to each of such entities after said payment is made;

D. A certification that the Record Drawings and Annotated Specifications are current;

E. The Owner approved additions to and subtractions from the Contract Sum and Time;

F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);

G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

H. The percentage of Completion of the Contractor's Work by line item;

I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and

J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 OWNER ACCEPTANCE

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

9.4.2 OWNER'S REVIEW

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for

Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or

D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld

stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Contractor;

G. Failure to store and properly secure materials;

H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Contractor to maintain record drawings;

J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;

N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Contractor on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Contractor will

not perform, including credits for any unspent contingency fund or allowances;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Contractor;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Contractor; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

9.5.2 PAYMENT AFTER CURE

When Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided

in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be

fulfilled:

A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.

C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.

D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

9.9.3 **RELEASE OF RETAINAGE**

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after Completion of the Work. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

9.10 **SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the

amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users

of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie

bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in

connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.6 ARCHEOLOGICAL MATERIALS

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice form the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed

by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or

companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

11.1.6 **BUILDER'S RISK/"ALL RISK" INSURANCE**

11.1.6.1 **COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

11.1.7 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 **FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 **COMPLIANCE**

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to

observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural-related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and

inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses

resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per

diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint

apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5)

journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 RATIO EXEMPTION

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 APPRENTICE FUND

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis

and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

(a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work

hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the

administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work to meet a Milestone Deadline or to Complete within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

14.2.4 **PAYMENTS UPON COMPLETION**

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

14.2.5 **INCLUSION OF TERMINATION FOR CONVENIENCE**

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 **SUSPENSION BY OWNER**

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

SECTION 011100
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work by Owner.
4. Work by separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification:

MCSD Bid # 2024-7

Site 1:	Site 2:	Site 3:
John Muir Elementary School	John C Fremont Elementary School	Donn B Chenoweth Elementary School
300 w. 26th St.	2150 S St.	3200 Parsons Ave.
Merced, California	Merced, CA	Merced, CA
Architect's #: 25-13265	Architect's #: 25-13266	Architect's #: 25-13267

B. Owner:

Merced City School District
444 W. 23rd St.
Merced, CA 95340

Telephone: (209) 385-6600
Contact: Bryan Behn
Email: BBehn@mcsd.k12.ca.us

C. Architect:

TETER, Inc.
7535 North Palm Avenue, Suite 201
Fresno, California 93711

Telephone 559.437.0887
Contact: Chris Nikkel

1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

1. John Muir Elementary School:
   a. Installation one (1) temporary 24'x40' pc-approved stockpile relocatable classroom building for temporary school use by the Relocatable Contractor (not in scope, see Spec 011101),
   b. Installation of Electrical services,
   c. Installation of Telecommunications systems,
   d. Installation of Fire Alarm systems,
   e. Associated site work.

2. John C Fremont Elementary School:
   a. Installation one (1) temporary 24'x40' pc-approved stockpile relocatable classroom building for temporary school use by the Relocatable Contractor (not in scope, see Spec 011101),
   b. Installation of Electrical services,
   c. Installation of Telecommunications systems,
   d. Installation of Fire Alarm systems,
   e. Associated site work.

3. Donn B Chenoweth Elementary School:
   a. Installation one (1) temporary 24'x40' pc-approved stockpile relocatable classroom building for temporary school use by the Relocatable Contractor (not in scope, see Spec 011101),
   b. Installation of Electrical services,
   c. Installation of Telecommunications systems,
   d. Installation of Fire Alarm systems,

e. Associated site work.

B. Type of Contract: Project will be constructed under a single prime contract.

1.5 WORK UNDER SEPARATE CONTRACTS

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

B. Preceding Work: Owner has awarded a separate contract for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

1. Relocatable Classroom Building: To Willscot for the site installation of a 24’ x 40’ stockpile relocatable buildings, including foundation systems and entrance ramp and handrails.

1.6 OWNER-FURNISHED CONTRACTOR-INSTALLED PRODUCTS

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.

B. Owner-Furnished Products:

1. Relocatable Classroom Buildings Provided by Willscot.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

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

B. Limits on Use of Site: Limit use of Project site to the Project area indicated and site areas allowed for Contractor’s use. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 COORDINATION WITH OCCUPANTS

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

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to between 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

1. Submit a written request to the Architect for work hours outside of the indicted on-site hours; request subject to review by the Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than 2 days in advance of proposed utility interruptions.
2. Obtain Architect’s and Owner’s written permission before proceeding with utility interruptions.

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

1. Notify Architect and Owner not less than 2 days in advance of proposed disruptive operations.
2. Obtain Architect’s and Owner’s written permission before proceeding with disruptive operations.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements shall be complied with by Contractor unless specifically stated otherwise.

B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

1. Where conflicts occur between Division 00 Contracting Requirements and Division 01 General Requirements, the most restrictive requirements shall apply; Architect shall make the final decision on which requirement(s) apply.

D. Drawing and Specification Coordination:

1. Requirements for materials and products identified on Drawings are described in detail in the Specifications unless materials and products are described in detail on the Drawings.

2. Generic terms are used to identify materials and products on the Drawings.
3. Specifications establish minimum quality standards for products, materials, and installation requirements unless more stringent requirements are indicated on the Drawings; Drawings establish material and product location and quantity.
4. Where requirements for materials and products indicated on the Drawings are not specified, provide heavy duty commercial grade products and materials.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011101
MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes a summary of the Work of each contract including responsibilities for coordination and temporary facilities and controls. Contracts include the following:

1. Site Work Contract.
2. Relocatable Building Contract.

B. Specific requirements for Work of each contract are also indicated in individual Specification Sections and on Drawings.

C. Related Requirements:

1. Division 01 Section "Summary" for the Work covered by the Contract Documents, restrictions on use of Project site, coordination with occupants, and work restrictions.
2. Division 01 Section "Project Management and Coordination" for general coordination requirements.

1.3 COORDINATION

A. Coordinators: The Contractor for each contract shall appoint a project coordinator to be responsible for coordination of each contractor’s work with other contractors.

B. Coordination Activities: Coordination requirements shall include, but are not limited to, coordination of the following:

1. Work between contracts.
2. Access to shared or common work spaces.
3. Temporary facilities and controls.
4. Interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
5. Construction and operations of the Work with work performed by each Contract.
6. Coordination drawings in collaboration with each contractor to coordinate work by more than one contract.
7. Quality-assurance and quality-control services specified in Division 01 Section "Quality Requirements" as applicable to respective Work.

8. Sequence of activities to accommodate tests and inspections, and coordinate schedule of tests and inspections as applicable to respective Work.
9. Information necessary to adjust, move, or relocate existing utility structures affected by construction.
10. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on Project site.
11. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
12. Cutting and patching.
13. Protection of the Work.
14. Completion of interrelated punch list items.

1.4 GENERAL REQUIREMENTS OF CONTRACTS

A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.

1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
2. Requirements Division 01 Specification Sections shall be applicable to each Contract for its own work.

B. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 01 Section "Temporary Facilities and Controls," contractor for each contract is responsible for the following:

1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities, and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary enclosures for its own construction activities.
6. Staging and scaffolding for its own construction activities.
7. General hoisting facilities for its own construction activities.
8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
9. Progress cleaning of work areas affected by its operations on a daily basis.
10. Secure lockup of its own tools, materials, and equipment.
11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.5 SITE WORK CONTRACT

A. Work of the Site Work Contract includes, but is not limited to, the following:

1. Remaining work not identified as work under other contracts.
2. Selective demolition of selected site improvements as indicated on Drawings and as necessary to accommodate to complete the Work.
3. Site improvements, including pedestrian paving.
4. Site utilities, trenching, backfill, and patching.
5. Building improvements by site contractor not included in the Relocatable building manufacturer contract.
    a. Where indicated on the Drawings, provide acceptable building pad (compacted soil) for installation of relocatable building.
    b. Provide interior and exterior signage as indicated in the contract documents.
    c. Provide extensions to the Modular Relocatable building entrance ramps and handrails as indicated in the contract documents.

B. Temporary facilities and controls of the Site Work Contract include, but are not limited to, the following:

1. Temporary facilities and controls that are not otherwise specifically assigned to the Relocatable Building Contract.
2. Sediment and erosion control.
3. Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
4. Project identification and temporary signs.
5. General waste disposal facilities.
6. Temporary fire-protection facilities.
7. Barricades, warning signs, and lights.
8. Site enclosure fence.
9. Security enclosure and lockup.
10. Environmental protection.
11. Restoration of Owner's existing facilities used as temporary facilities.

C. Electrical Work of the Site Work Contract includes, but is not limited to, the following:

1. Site electrical distribution.
2. Site lighting.
3. Site communications and security.
4. Electrical service and distribution.
5. Communication and security.
6. Fire alarm systems and devices.

1.6 RELOCATABLE BUILDINGS CONTRACT

A. Work of the Modular Relocatable Buildings Contract includes, but is not limited to, the following:

1. Structural design and preparation of construction documents through California Division of the State Architect Approval.
2. Site installation of Modular Relocatable buildings as indicated on the Drawings, including foundation systems and manufactured entrance ramp.
3. Delivery of building to site.

1.7 CONTRACT COMPARISON

A. Work outside of the relocatable building shall be the responsibility of the Site Work Contractor; Work interfacing with and relating to the relocatable building shall be the responsibility of the Contracts as indicated on the drawings and as follows:

	Spec Section / Work Item	Site Work	Relocatable Building	Comments
1.	Division 01 Sections	X	X	As applicable to the work of each contract for its own work.
2.	014000 Quality and Testing Requirements: General	X	X	As applicable to the work of each contract for its own work.
3.	015000 Temporary Facilities and Controls: Tools and equipment	X	X	As applicable to the work of each contract for its own work.
4.	024109 Selective Demolition:	X		As indicated on Drawings.
5.	101400 Signage: Signs for room or space identification	X		As indicated on Drawings.
6.	104415 Fire Extinguishers	X		As indicated on Drawings.
7.	Division 26 Electrical: Power distribution to and connection of power modular buildings.	X		As indicated on Drawings.
8.	Division 27 Telecommunications: Complete network telecommunications cabling system, including equipment, racking and cabling.	X		As indicated on Drawings.
9.	Fire Alarm: Provide and install fire alarm devices and wiring within modular buildings	X		As indicated on Drawings.
10.	311100 Site Clearing: Site Clearing	X		
11.	312000 Earthwork: Excavation for modular building	X		As indicated on Drawings and as applicable to the work of each contract for its own work.
12.	312000 Trenching	X		
13.	321216 Asphalt Paving	X		
14.	321313 Concrete Paving and Walks	X		

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011103
ADDENDA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative requirements for Addenda issued prior to bid opening.

B. Related Requirements:

1. Division 00 Sections as applicable to contract requirements and modifications.
2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
3. Division 01 Section "Contract Modification Procedures" for changes to the Contract Documents after award of the Contract.

1.3 NOTICE TO BIDDERS

A. Addenda will be issued to registered plan holders for changes to the drawings and specifications during the bidding period prior to the bid opening. Addenda shall serve to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addenda affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.4 GOVERNING AGENCY REVIEW AND APPROVAL

A. Addenda shall be submitted to the Authority having Jurisdiction (AHJ) by the project Architect and shall be approved by the AHJ in order to be officially incorporated into the construction documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011105
USE OF ARCHITECT'S ELECTRONIC FILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes Administrative and procedural requirements for use of Architect's electronic Contract Document drawing files.

B. Related Sections:

1. Division 01 Section "Project Management and Coordination."
2. Division 01 Section "Submittal Procedures."
3. Division 01 Section "Project Record Drawings."

1.3 USE OF ARCHITECT'S ELECTRONIC FILES

A. Architect may make available to Contractor digital data files of Architect's Drawings for use in preparing shop drawings, coordination drawings, and project record drawings.

1. Electronic files will be available without charge.
2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
3. Files will be supplied digitally via email or FTP site and will be in PDF, DWG, or similar common format.
4. Waiver of Liability: Contractor, Subcontractors, and Suppliers of this Project shall each execute a waiver of liability for each use of the Architects electronic files.
    a. Waiver of Liability form shall be submitted to the Architect at the time or request for use of Architect's electronic data files.
    b. Waiver of Liability form shall be the "ELECTRONIC DATA FILE DISTRIBUTION WAIVER OF LIABILITY FORM" included at the end of this Specification Section.
    c. The use of the electronic files shall only be used for this Project and for the identified purposes noted in the Waiver of Liability form.
        1) Each entity shall be responsible for complying with the restrictions of the Liability Waiver form.
        2) Electronic Contract Document drawing files received from the architect shall not be duplicated without written permission of the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Electronic Data File Distribution Waiver of Liability included on the following page)

TETER
ARCHITECTS ENGINEERS CONNECTED

ELECTRONIC DATA FILE DISTRIBUTION WAIVER OF LIABILITY

TETER
7535 North Palm, Suite 201
Fresno, California 93711

Project: _____

Intended Use: _____

Requested Documents: _____

_____

Any electronic data, files or information provided under this Agreement are the property of the above listed Professionals and consultants (Team). It is understood and agreed that the information contained in these electronic data file shall not be copied or duplicated for any use other than the project for which they were created. It is understood by the undersigned that compatibility of this electronic media with other systems is not guaranteed, and conversion to other systems is done at the user's own risk.

The user hereby agrees and recognizes that designs, plans and data stored on electronic media including, but not limited to, computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. It is agreed by the undersigned that the Team shall not be liable for the completeness or accuracy of any material provided on electronic media.

The undersigned agrees to defend, hold harmless and indemnify the Team and its officers, directors, employees, agents and consultants for any and all claims, losses, costs or damage whatsoever arising out of, resulting from, or in any way related to the use of electronic data files provided hereunder, whether that use is authorized or unauthorized. The user further agrees to defend, indemnify and hold harmless the Team its officers, directors, employees, agents and consultants from any and all claims, damages, losses, expenses and injuries arising out of the modification of the electronic data files by the user or by anyone obtaining said files through or from the user.

The Team bears no responsibility for the information in the electronic data files once it leaves the offices of **TETER**. The undersigned understands that the electronic data files are subject to applicable copyright laws of the United States and agrees to be bound by same. Upon our receipt of this agreement duly executed by an Officer of your firm you may request the Data files.

Name (Print/Sign): _____ Date: _____

Firm: _____ _____

Phone and email: _____ _____

Name (Print/Sign): _____ Date: _____

Firm: _____ _____

Phone and email: _____ _____

Name (Print/Sign): _____ Date: _____

Firm: _____ _____

Phone and email: _____ _____

SECTION 012500
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Sections:

1. Division 00 Section “Instructions to Bidders” and other Division 00 Sections as applicable to substitution requests prior to submission of bids.
2. Division 01 Section “DSA Hourly Fee Services” for DSA hourly fee services for review of changes to DSA approved Construction Documents.
3. Division 01 Section “Contract Modification Procedures” for changes to DSA approved Construction Documents.”
4. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
5. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to the Owner.

1.4 REGULATORY REQUIREMENTS

A. Division of the State Architect (DSA) Review and Approval: Substitutions resulting in changes to DSA approved Construction Documents may be considered a change requiring DSA review and approval and submission of a DSA Construction Change Document (CCD) form by the Architect.

1. DSA Construction Change Documents shall be as specified in Division 01 Section “Contract Modification Procedures.”
2. DSA Hourly Fee Services for review of CCD’s shall be as specified in Division 01 Section “DSA Hourly Fee Services.”

1.5 SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title, and Drawing numbers and titles.

1. Substitution Request Form: Use form provided at the end of this Section.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. Certificates and qualification data, where applicable or requested.
    g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
    j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
    k. Cost information, including a proposal of change, if any, in the Contract Sum.
    l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later. Architect will not act on any Post-Bid Substitutions until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”

   a. Forms of Acceptance:

      1) Substitutions Prior to Bid: Addenda will be issued for substitutions accepted prior to bid.
      2) Substitutions After Award of Contract: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.

   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.8 SUBSTITUTIONS

A. Substitutions Prior to Bid: Architect will consider requests for substitution if received within 21 days prior to the submission of bids. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider bidder’s request for substitution when the following conditions are satisfied.

   a. Substitutions prior to bid shall also be subject to the requirements of applicable Division 00 Specification Sections.
   b. Substitutions prior to bid shall comply with the requirements for Substitutions for Cause or Substitutions for Convenience as applicable.

2. Substitutions requested by bidders during the bidding period, and accepted by Addendum prior to award of the Contract, are considered as included in the Contract Documents.

B. Substitutions After Award of Contract: The Contractor after award of the Contract, as allowed by the General Conditions, may submit materials and methods to be considered for substitutions.

1. The following are not considered to be substitutions:

a. Revisions to the Contract Documents requested by the Owner or Architect.
b. Specified options of products and construction methods included in the Contract Documents.
c. The Contractor’s compliance with governing regulations and orders issued by governing authorities.

C. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

D. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Substitution Request Form included on the following page)

Substitution Request Form

Corporate Headquarters
7535 N. Palm Ave. #201
Fresno, CA 93711

559.437.0887 T
559.438.7554 F
teterae.com

FOR: **(Emergency) Temporary installation of: Stockpile Relocatable Classroom building and associated sitework at John Muir Elementary School**

We hereby submit for your consideration the following product instead of the specified item for the above project:

SECTION	PARAGRAPH	SPECIFIED ITEM

Proposed Substitution: _____

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proposed installation.

Fill in the blanks below:

A. Does the substitution affect dimension on Drawings:

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

_____

C. What affect does substitution have on other trades?

_____

D. Difference between proposed substitution and specified item?

_____

E. Manufacturer's guarantees of the proposed and specified items are:

_____ Same _____ Different (explain on attachment)

F. Cost difference between proposed substitution and specified item - savings to Owner?

_____

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will be at no additional cost to the Owner.

Submitted to the Architect by:

Signature: _____

Firm: _____

Address: _____

_____

Date: _____

Telephone: _____

For Use by Design Consultant

Accepted _____
Accepted as Noted _____
Not Accepted _____
Received Too Late _____

By: _____

Date: _____

Remarks: _____

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications including the following:

1. Governing Agency approval.
2. Bulletins.
3. Architect's Supplemental Instructions.
4. Architect's Change Directive.
5. Requests for Proposals.
6. Change Order Requests.
7. Cost Change Directives.
8. Change Orders.
9. Weather related delays.

B. Related Requirements:

1. Division 00 Sections as applicable to contract requirements and modifications.
2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
3. Division 01 Section "DSA Hourly Fee Services" for fees charged by DSA for changes to the Construction Documents.
4. Division 01 Section "Construction Progress Documentation" for contractor's construction schedule.

1.3 DEFINITIONS

A. Contract Modification: A change to the Contract Agreement between the Owner and the Contractor affecting the Contract Documents, the Contract Time, and/or the Contract Amount.

1.4 GOVERNING AGENCY APPROVAL

A. DSA Approval: Changes to DSA approved Construction Documents shall be reviewed and approved by DSA.

1. Changes to DSA Approved Construction Documents shall comply with requirements of DSA Interpretive Regulation IR A-6, “Construction Change Document Submittal and Approval Process” and shall be accompanied by DSA Form 140 “Application for Submittal of Post-Approval Document.”
2. Architect shall be responsible for preparing Construction Change Documents and submitting documentation to DSA.

B. DSA Hourly Fee Services: Changes to DSA approved Construction Documents shall be reviewed by DSA and shall be subject to DSA Hourly Fee Services. Charges will be made to the Owner by DSA.

1. Where changes to DSA approved Construction Documents are the result of actions by the Contractor, the Contractor shall be liable for DSA Hourly Fee Services as described in Division 01 Section “DSA Hourly Fee Services.”

1.5 BULLETINS

A. Bulletins: A form used by the Architect for issuing Architect’s Supplemental Instructions (ASI), Architect’s Change Directives (ACD), and Requests for Proposals (RFP).

1.6 ARCHITECT’S SUPPLEMENTAL INSTRUCTION

A. Architect’s Supplemental Instruction (ASI): Supplemental instructions will be issued by the Architect authorizing minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time.

1. Architect’s Supplemental Instructions will be issued via Bulletin and signed by the Architect.
2. Contractor’s Response: Contractor shall perform the work indicated in the Architect’s Supplemental Instruction without adjustment to the Contract Sum or the Contract Time. If the Contractor determines that an adjustment to the Contract Sum or the Contract Time is necessary due to the Architect’s Supplemental Instruction, the Contractor shall respond to the Architect’s Supplemental Instruction as if it were an Architect/Owner initiated Request for Proposal.

B. DSA Review and Approval: Architect’s Supplemental Instructions affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.7 ARCHITECT’S CHANGE DIRECTIVE

A. Architect’s Change Directive (ACD): Architect’s Change Directives will be issued by the Architect instructing the Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.

1. Architect's Change Directives will be issued via Bulletin and signed by the Architect.
2. Architect's Change Directives contain a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation by Contractor: Maintain detailed records on a time and material basis of work required by the Architect's Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. DSA Review and Approval: Architect's Change Directives affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.8 REQUEST FOR PROPOSALS

A. Requests for Proposals: Requests for Proposals are Architect/Owner initiated requests for estimates of changes to the Contract Sum and/or Contract Time for proposed changes; Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. The description may include supplemental or revised Drawings and Specifications.

1. Requests for Proposals will be issued by the Architect via Bulletin.
2. Requests for Proposals are not authorization or instructions to either stop work in progress or execute proposed change(s).
3. Contractor's Response: Within not more than 7 days after receipt of Request for Proposal, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    e. Quotation Form: Use forms acceptable to Architect.

B. Architect's Response: Within 7 days after receipt of Contractor's response to Architect/Owner initiated Request for Proposal, Architect will:

1. Issue a Change Order or Cost Change Directive for accepted proposals.
2. Notify the Contractor of unaccepted proposals.

3. Issue an Architect’s Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.

1.9 CHANGE ORDER REQUEST

A. Change Order Request (COR): Change Order Requests are documents initiated by the Contractor requesting a Contract Modification due to unforeseen conditions, or latent or changed conditions.

1. Change Order Request Form: Use form acceptable to Architect.
2. Include a statement outlining reasons for the Change Order Request and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include costs of labor and supervision directly attributable to the change.
6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
7. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

B. Architect’s Response: Within 7 days after receipt of Contractor’s Change Order Request, Architect will:

1. Issue a Cost Change Directive for accepted Change Order Requests that do not require changes to the approved Construction Documents.
2. Issue a Change Order and/or Cost Change Directive for accepted Change Order Requests that require changes to the approved Construction Documents.

    a. Where Change Order Requests require changes to the Contract Documents, Architect will provide a detailed description of proposed changes in the Work via Change Order.

3. Issue an Architect’s Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.
4. Notify the Contractor of unaccepted proposals.

1.10 COST CHANGE DIRECTIVE (CCD)

A. Cost Change Directive: A Cost Change Directive is a document issued by the Architect notifying Contractor of Owner's acceptance of changes to the Contract Sum proposed by the Contractor.

1.11 CHANGE ORDERS

A. Change Orders: Change orders are a document defining Contract Modifications; upon Owner's approval of proposed Contract Modifications, Architect will issue a Change Order for signatures of Owner and Contractor on form provided by Architect.

B. DSA Review and Approval: Change Orders affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.12 WEATHER RELATED DELAYS

A. Extensions of contract time for delays caused by the effects of weather are justified only when rain or other weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in the Contractor being unable to work at least 50% of the normal work day on predetermined controlling work items or the contractor must make major repairs to work damaged by weather provided the damage was not attributable to a failure to perform or neglect by the contractor.

B. Justification for weather related delays shall demonstrate the following:

1. The delay is within the terms and time frame of the contract.
2. The activity delayed had a direct effect on the project end date (The work item(s) affected is on the critical path).
3. The weather event occurred in excess of the anticipated weather for the season for the project location.
4. There is documentation of which specific activities were delayed on each weather occurrence.

C. Compensation: The Contractor will be granted a time extension only for justified weather-related delays for the number of days as accepted by the Architect, no monetary compensation will be granted (Weather event related delays are outside of the control of the Contractor and the Owner, and both parties share in the cost of time and expense).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012605
DSA HOURLY FEE SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Division of the State Architect (DSA) Interpretive Regulation IR A-30 “DSA Hourly Fee Services” latest edition (Document is available on DSA’s website under “Publications;” Interpretive Regulations (IRs); A- Administrative; IR-30).

https://www.dgs.ca.gov/dsa/

1.2 SUMMARY

A. Section includes administrative and procedural requirements for DSA Hourly Fee Services associated with changes to DSA approved Construction Documents.

B. Related Requirements:

1. Division 00 Sections as applicable to contract requirements and modifications.
2. Division 01 Section "Addenda."
3. Division 01 Section "Substitution Procedures."
4. Division 01 Section "Contract Modification Procedures."
5. Division 01 Section "Payment Procedures."
6. Division 01 Section "Submittal Procedures."
7. Division 01 Section "Product Requirements."

1.3 DSA HOURLY FEE SERVICES

A. General: Changes to DSA approved Construction Documents shall be documented by the use of DSA Construction Change Document (CCD) forms. CCD forms shall be submitted to DSA by the Architect.

1. Refer to Division 01 Section “Contract Modification Procedures” for additional information regarding DSA CCD’s.

B. DSA Hourly Fee Services: Changes to DSA approved Construction Documents shall be reviewed by DSA and shall be subject to DSA Hourly Fee Services for review at a rate established by DSA IR A-30. Charges will be made to the Owner by DSA.

1. Hourly Rate: Rate per hour as established by DSA IR A-30, latest edition.

C. Bidder's Responsibility: Prior to bidding, where a bidder's request for substitution or similar action results in a change requiring DSA Hourly Fee Services, bidder shall submit a deposit to the Architect for reimbursement for DSA Hourly Fee Services. The deposit amount shall be established by the Architect, a minimum of one hour of DSA Hourly Fee Services (hourly rate as established by DSA IR A-30) will not be refundable. Deposits shall be made payable to the Owner.

D. Contractor's Responsibility: When a contractor's action results in a change requiring DSA Hourly Fee Services, charges by DSA to the Owner will be deducted from the Contract Sum and the Architect will issue a Change Order on a quarterly basis to adjust the Contract Sum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012613
REQUEST FOR INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for preparation, submittal and response to Contractor’s Request for Information (RFI’s) during construction of project.

1.3 DEFINITIONS

A. RFI, Request for Information: Request from Contractor seeking information required by or clarification of the Contract Documents.

1.4 SUBMITTALS

A. RFI Submittals: Submit RFI’s via email as PDF electronic files; include attachments in PDF electronic file format.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Form: Use RFI form included at end of this Section or form acceptable to Architect. Upon request from the Contractor, the form at the end of this section will be made available in WORD format from the Architect.

D. Architect's Action: Architect will review each RFI, determine action required, and respond.

1. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
2. Architect will not act on any RFI’s until 7 days following the submission of the Schedule of Values per Division 01 Section “Payment Procedures.”
3. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor’s means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Architect's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

4. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
5. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

6. Distribution: The Architect shall distribute one electronic copy of each completed RFI review to the Contractor and the Owner.

E. Regulatory Requirements: Architect's responses that modify the Contract Documents affecting Structural Safety, Fire and Life Safety, and/or Access Compliance shall be submitted to the Division of the State Architect for review and approval.

1. Changes to DSA approved Construction Documents shall be as specified in Division 01 Section "Contract Modification Procedures."

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the sequential RFI number. Submit log weekly unless otherwise directed in writing by Architect. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.

H. Contractor's Expense for RFI's: Architect will review and respond to legitimate RFI's at no additional cost to the Contractor. RFI's determined by the Architect to be flagrant or unnecessary will have the expense for the Architect's time paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect's standard hourly rate schedule in effect at the time the work is performed with a minimum of one hour for each flagrant or unnecessary RFI.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(REQUEST FOR INFORMATION form included on the following page)

Request for Information

Corporate Headquarters
7535 N. Palm Ave. #201
Fresno, CA 93711

559.437.0887 T
559.438.7554 F
teterae.com

Project:
(Emergency) Temporary installation of: Stockpile Relocatable Classroom Buildings At Multiple Sites
TETER Project No. 25-13265
300 w. 26th street
Merced, CA 95340

From:

Client Project No.
Bid # 2024-7

DSA File No.
DSA Appl No.

Date:

Request for Information No. _____

☐ Deviation from Contract Docs
☐ Correction of Non-Compliant Work

To:
Chris Nikkel
Project Architect
TETER, Inc.
Chris.nikkel@teterae.com
CC: robert.dinuzzo@teterae.com

Drawing: _____
Detail No. _____
Specification: _____
Addendum: _____

Respond by:

Priority
(Low) 1 2 3 4 5 (High)

Site: _____ Subject: _____

Information Requested:

Contractor's Recommendation:

Probable Cost Effect: _____ Probable Time Effect: _____

Architect's Response:

Disclaimer
The work shall be carried out in accordance with the above supplemental instructions pursuant the Contract Documents, without change in the Contract Sum or Contract Time. Proceeding with the Work, according to these instructions, indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time. If the Contractor considers that this response requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an item proposal.

SECTION 012900
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.

    a. Architect will not act on any RFI's, Post-Bid Substitutions, and/or changes to the project scope, cost, or schedule until 7 days following the submission of the Schedule of Values.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

    a. Project name and location.
    b. Name of Architect.
    c. Architect's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

        1) Labor.
        2) Materials.
        3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of 5 percent of Contract Sum.

    a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling 5 percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment application shall be as indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. If dates and periods are not indicated in the Agreement between Owner and Contractor at time of bidding, the date for Application for Payment shall be established by the Owner to correspond with the Owner’s administrative procedures in order to allow for processing and approval of Application for Payment. The period of construction work covered by each Application for Payment shall be one month.
2. Submit draft copy of Application for Payment 7 days prior to due date for review by Architect.

C. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Materials previously stored and included in previous Applications for Payment.
    b. Work completed for this Application utilizing previously stored materials.
    c. Additional materials stored with this Application.
    d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit 6 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).
5. List of Contractor's staff assignments.
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Initial progress report.
8. Report of preconstruction conference.

I. Application for Payment at Substantial Completion: After issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portions of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Updated final statement, accounting for final changes to the Contract Sum.
3. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
3. Cost for multiple resubmittals.

B. Related Sections:

1. Division 01 Section “Payment Procedures” for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Quality and Testing Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
3. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
4. Division 01 Section "Project Record Drawings" for submitting record Drawings.

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit as a submittal, a list of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor’s construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor’s construction schedule.

a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

a. Scheduled date for first submittal.
b. Specification Section number and title.
c. Name of subcontractor.
d. Description of the Work covered.
e. Scheduled date for Architect’s final release or approval.
f. Scheduled dates for purchasing.
g. Scheduled date of fabrication.
h. Scheduled dates for installation.
i. Activity or event number.

1.4 SUBMITTAL FORMAT AND PROCEDURES

A. General: Prepare and submit submittals required by individual Specification Sections.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
2. Architect will not review submittals received from sources other than the Contractor.

B. Electronic Digital Submittals: Prepare submittals as PDF package unless otherwise indicated, incorporate complete information into each PDF file, name PDF file with submittal number, and transmit submittal package to Architect via email.

1. Paper Submittals: Where paper submittals are requested, necessary, or required in lieu of electronic submittals, prepare submittals in paper form and deliver to Architect. Transmit each paper submittal using transmittal form. Comply with the following:

a. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
c. Number of Copies: Submit not less than three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
d. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

C. Submittal Cover Page Information: Include the following information on the submittal cover page for each submittal:

1. Project name.
2. Date.
3. Name of Architect.

4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
9. Drawing number and detail references, as appropriate.
10. Indication of full or partial submittal.
11. Location(s) where product is to be installed, as appropriate.
12. Other necessary identification.
13. Remarks.
14. Signature of transmitter.
15. Contractor's review/approval stamp of size required by contractor, approximately 3 inches by 3 inches, on or beside title block to record Contractor's review and approval.
16. Space for Architect's review stamp of not less than 4 inches wide by 3-1/2 inches high on or beside title block to record Architect's review stamp and action taken by Architect.

D. Product Options:

1. Clearly identify options requiring selection by Architect.
2. Clearly identify product options required to comply with the Contract Documents.

E. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

F. Field Conditions: Indicate field conditions where applicable to the work associated with the submittal.

G. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate timing of submitting submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review related submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

H. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

    a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with acceptable notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams that show factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.

e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Drawing Sheet Size: Except for templates, patterns, and similar full-size Drawings, prepare Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
3. Submit Shop Drawings in PDF format unless otherwise indicated.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Submit samples in PDF format unless physical samples are required.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of

repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file(s) of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

A. Contractor's Review of Submittals: Contractor shall review each submittal and check for completeness, coordination with other Work of the Contract, and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
2. Contractor's approval shall certify the following actions by the Contractor:

a. Field measurements have been determined, verified, and indicated on submittal.
b. Field conditions have been verified and coordinated with Work associated with the submittal.
c. The Work associated with the submittal is in conformance with the Contract Documents.
d. Work being performed by various subcontractors and trades is coordinated with Work associated with the submittal including work being performed by others for the Owner.
e. Deviations from the Contract Documents are identified and notes.

1.8 ARCHITECT'S REVIEW

A. Architect's Review and Action: Architect will review each submittal, indicate corrections or revisions required, mark with an action stamp indicating one of the following actions, and return it.

1. Reviewed: Final unrestricted release, work may proceed, provided it complies with the Contract Documents.
2. Furnish as Corrected: Final but restricted release, work may proceed, provided written confirmation is delivered to Architect by Contractor that installed work complied with notations and corrections on submittal and with Contract Documents.

3. Revise and Resubmit: Returned for resubmittal, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.
4. Rejected: Submittal content varies from the Contract Documents and is not acceptable for use on the Project, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.

B. Non-conforming Submittals: The following are considered non-confirming submittals and will not be reviewed by the Architect.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
2. Architect will not review submittals received from sources other than the Contractor.
3. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
4. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

C. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

1.9 COST FOR MULTIPLE RESUBMITTALS

A. Contractor’s initial submittal and one resubmittal are included in the Architect’s Construction Administration services to the Owner. Architect’s services for review of subsequent resubmittals will be charged to the Owner at the Architect’s current billing rate, and the Owner will deduct the charges from the Contract Amount by a change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014000
QUALITY AND TESTING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control including but not limited to the following:

1. General quality requirements.
2. Reports and documents.
3. Contractor’s responsibilities for testing and inspections.
4. Project Inspector.
5. Testing Agency.
6. Governing agency testing and inspection requirements.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Requirements:

1. Divisions 02 through 33 Sections for specific test and inspection requirements.

D. DSA Testing and Inspection Requirements for School Construction: The following requirements are per the Division of the State Architect (DSA); requirements indicated below may be repeated elsewhere in this Section or in other Sections of the Project Manual, where conflicts occur, the most stringent condition shall apply.

1. Tests:

a. The owner will select an independent testing laboratory, approved by DSA, to conduct the tests. Selection of the material required to be tests shall be by the laboratory or the Owner's representative and not by the Contractor.
b. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in order that the Owner may arrange for the testing of same at the source of supply.
c. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.
d. The Owner will pay testing laboratory costs for all tests and inspections, but may be reimbursed by the Contractor for such costs under the Contract documents.

2. Tests Reports: One copy of all test reports shall be forwarded to the Division of the State Architect by the testing agency. Such reports shall include all the tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications. Test reports shall show the specified design strength. They shall also state defiantly whether or not the material or materials tested comply with requirements.
3. Verification of Test Reports: Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering all the tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.
4. Inspection by the Owner:

a. The Owner and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
b. The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does no correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge expense to the Contractor.
c. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If however, such work is found to meet the requirements of the Contract, the additional cost

of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

5. Owner's Project Inspector:

   a. A Project Inspector employed by the Owner, and approved by DSA, in accordance with the requirements of the California Code of Regulations, Title 24 will be assigned to the work. The Project Inspector's duties are defined in Title 24, Part I, Sec. 4-342.
   b. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Project Inspector. The Project Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress and manner of the work and the character of materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

   1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

   1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
   2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as indicated in-place portions of permanent construction, consisting of multiple products, assemblies, and

subassemblies, with cutaways enabling inspection of concealed portions of the Work.

a. Include each system, assembly, component, and part of the exterior wall and/or roof to be constructed for the Project. Colors of components shall be those selected by the Architect for use in the Project.

3. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
4. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

I. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

A. Reports: Prepare and submit certified written reports and documents as specified.

1.7 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Reports shall be prepared by the person performing the testing and inspecting. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Governing Agency Verified Reports: Complete and submit Verified Reports as required by the Division of the State Architect and the California Administrative Code, Section 4-336. Reports are required to be completed by Architect, Architect's consulting Engineers, Owner's Project Inspector, Contractor, and Testing Agency.

1. Form:

a. DSA form DSA-6C for Contractor.
b. DSA form DSA-6PI for Project Inspector.
c. DSA form DSA-6A/E for Architect and Architect's consulting Engineers.

C. Manufacturer's Technical Representative's Field Reports: Provide written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Reports shall be prepared by Manufacturer's technical representative performing the testing and inspecting. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

D. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Reports shall be prepared by Factory-authorized service representative performing the testing and inspecting. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the state where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.

    a. Allow seven days for initial review and each re-review of each mockup.

7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

J. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings or as specified in individual specification Sections. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

    1. Coordinate construction of the mockup to allow observation of air barrier installation, flashings, air barrier integration with fenestration systems, and other portions of the building air/moisture barrier and drainage assemblies, prior to installation of veneer, cladding elements, and other components that will obscure the work.

1.9 PROJECT INSPECTOR

A. General: Owner will employ a Project Inspector for continuous inspection of the Work. Project Inspector shall be acceptable to Architect and approved by the Division of the State Architect.

    1. Project Inspector shall act under the direction of the Architect and shall be subject to supervision by a representative of the Division of the State Architect.

B. Qualifications for Project Inspector: Qualifications for the Project Inspector shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Section 4-333.1. Project Inspector shall be DSA certified under one of the following classes:

    1. Class 1: May inspect any project.

2. Class 2: May inspect any project except a project containing one or more new large structures with a primary lateral load resisting system of steel, masonry, or concrete.
3. Class 3: May inspect projects containing alterations to approved buildings, site placement of relocatable buildings, and construction of minor structures.
4. Class 4: May inspect site placement of relocatable buildings and associated site work.

C. Duties of the Project Inspector: Duties of the Project Inspector shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Sections 4-333(b) and 4-342, and include the following:

1. Provide continuous inspection of the work.
2. Maintain files and records of approved plans and specifications including addenda and change orders.
3. Prepare semi-monthly reports of the progress of the work and submit copies to the Architect and the Division of the State Architect.
4. Notify the Division of the State Architect at the following times:

    a. At the start of construction of the project or restart of construction if work has suspended for a period of 2 or more weeks.
    b. At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
    c. At least 48 hours in advance of the first placement of foundation concrete and 24 hours in advance of any subsequent or significant concrete placement.
    d. When all work on the project has been suspended for a period of more than 2 weeks.

5. Prepare and maintain records of certain phases of construction including but not limited to the following:

    a. Concrete placing operations. Show date and time of placing concrete and the time and date of removal of forms in each portion of the structure.
    b. Welding operations. The record shall include identification marks of welders, lists of defective welds, and manner of correction of defects.

6. Notify the Contractor, in writing, of any deviations from the approved construction documents.
7. Prepare and submit Project Inspector’s Verified Report as required by DSA.

1.10 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to conduct tests and inspections required by authorities having jurisdiction. Testing agency shall be acceptable to Architect and the Division of the State Architect. Requirements for tests and testing agency shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Section 4-335.

1. Costs for testing agency services will be paid by the Owner.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be paid by the Owner and the amount will be deducted from the Contract Sum by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
7. Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

    a. Access to the Work.
    b. Incidental labor and facilities necessary to facilitate tests and inspections.
    c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
    d. Facilities for storage and field curing of test samples.
    e. Preliminary design mix proposed for use for material mixes that require control by testing agency.
    f. Security and protection for samples and for testing and inspecting equipment at Project site.

8. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

    a. Schedule times for tests, inspections, obtaining samples, and similar activities.

9. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate

and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

a. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
b. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct tests and inspections.
4. Prepare written reports of tests and inspections, state in each report whether tested and inspected Work complies with or deviates from requirements, and submit reports of each test, inspection, and similar quality-control service to Architect, Division of the State Architect, and Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

1.11 TESTS AND INSPECTIONS

A. Structural Tests and Inspections shall be as specified in Division 02 through 33 Sections for specific materials and as required by form DSA-103 which lists tests and inspections required by DSA as applicable to Project conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Division 01 Section "Summary of Work" for work restrictions and limitations on utility interruptions.
2. Division 01 Section "Multiple Contract Summary" for responsibilities for temporary facilities and controls for projects utilizing multiple contracts.
3. Division 01 Section “Fire Safety During Construction” for fire safety requirements during construction.
4. Division 31 Sections applicable to site clearing, earthwork, and trenching for temporary erosion and sedimentation control.

1.3 USE CHARGES

A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service from Existing System: Water from Owner's existing water system is available for use; provide connections and extensions of services as required for construction operations.

1. Water service is available for use without metering and without payment of use charges.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use; provide connections and extensions of services as required for construction operations.

1. Electric power service is available for use without metering and without payment of use charges.

1.4 SUBMITTALS

A. Erosion and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1. Comply with submittal requirements of Division 31 through 33 Sections as applicable for temporary erosion and sedimentation control plans.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 REGULATORY REQUIREMENTS

A. Regulatory Requirements: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. California Code of Regulations, Title 24, California Code requirements as applicable to the project.
2. Health and safety regulations.
3. Utility company regulations.
4. Police, fire department, and rescue squad rules.
5. Environmental protection regulations.
6. Regional Air Pollution Control District permits and requirements.
7. California Department of Water Resources, Stormwater General Permit for projects with site work area greater than one acre.
8. Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Materials for temporary facilities shall be acceptable to Architect, Owner, and Authorities having Jurisdiction (AHJ), shall be appropriate for intended use, and shall comply with governing codes and regulations.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts. Provide concrete or galvanized-steel bases for supporting posts.

C. Fencing Windscreen: Polyester fabric scrim with grommets for attachment to chain link fence, size and color as acceptable to, or required by, authorities having jurisdiction.

D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY STORAGE FACILITIES

A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from buildings.

2.3 TEMPORARY SANITARY FACILITIES

A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use by construction and related administrative personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Temporary toilets shall be self-contained, single-occupant units of the chemical, aerated recirculation type; provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Use of Owner’s sanitary facilities is not permitted.

1. Accessibility Requirements: Sanitary facilities serving support facilities such as offices, meeting rooms, plan rooms, and serving personnel not directly associated with the actual processes of construction shall be accessible for a person using a wheelchair and shall comply with CBC Section 11B-213 (Ref. CBC 11B-201.4).

2.4 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities at locations directed by the Owner where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITIES AND BUILDING HVAC

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to private or municipal system as indicated on Drawings and as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

1. Existing Water Service: Where connection to Owner’s existing water service is available and allowed, clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Where temporary power service is required, install electric power service overhead unless otherwise indicated.

2. Where Owner’s existing power service is available, connect temporary service to Owner's existing power source, as directed by Owner, maintain equipment in a condition acceptable to Owner.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

F. Telephone Service: Provide temporary telephone service of sufficient size, capacity, and power characteristics required for construction operations in common-use facilities for use by all construction personnel. Install WiFi cell phone access equipment for each field office.

1. Post a list of important telephone numbers at a conspicuous location, include the following:

a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Contractor's emergency after-hours telephone number.
e. Architect's office.
f. Engineers' offices.
g. Owner's office.
h. Principal subcontractors' field and home offices.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Locate storage containers, and other temporary construction and support facilities for easy access in the areas designated and approved by the Architect and Owner. Comply with the following:

1. Do not locate temporary offices, shops, and sheds within 30 feet of building lines.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities is not permitted.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Parking areas for construction personnel shall be at location(s) as directed by Owner.

E. Storage and Staging: Use designated areas of Project site for storage and staging needs.

F. Dewatering: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.

G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Project Address Sign: Provide temporary project address sign as required by Authority having Jurisdiction.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touchup signs so they are legible at all times.

H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations.

1. Comply with requirements of the following:

a. Authorities having jurisdiction.
b. Division 01 Section "Execution" for progress cleaning.
c. Division 01 Section "Construction Waste Management and Disposal."

2. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary of Work."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements erosion and sedimentation-control Drawings, EPA Construction General Permit, or authorities having jurisdiction, whichever is more stringent.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree or plant- protection zones.
2. Inspect, repair, and maintain erosion and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Security Enclosure Fence and Lockup: Before construction operations begin, furnish and install project enclosure fence in a manner that will prevent people and animals from easily entering the site except by entrance gates. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

A. General: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.

6. Discard, replace, or clean stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove materials that cannot be completely restored to their manufactured moisture level within 48hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION

SECTION 015116
FIRE SAFETY DURING CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Requirements for fire safety during construction and demolition.
2. Requirements for submittal of Contractor's Site Safety Plan (SSP).

B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for additional facilities, requirements, and procedures required during construction.

1.3 SUBMITTALS

A. Site Safety Plan: Submit Site Safety Plan (SSP) as required by California Fire Code (CFC) Section 3303.1.1.

1. Submit SSP in pdf format to Architect, Architect will submit SSP to DSA.

a. DSA Form 102-IC (Construction Start Notice) requires a SSP to be submitted separately and in conjunction with Form 102-IC; failure to include the SSP will result in rejection of the DSA Form 102-IC.
b. Submit SSP to Architect within 7 calendar days of Notice of Award.

1) Additional Contract Time will not be granted for failure of DSA to approve or accept the Contractor's SSP.

2. The Contractor shall be responsible for the development, implementation and maintenance of an approved, written SSP establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration or demolition work. The plan shall address the requirements of CFC Chapter 33 and other applicable portions of the CFC, the duties of staff and staff training requirements. The SSP shall be submitted and approved by the governing agency before the start of construction. Any changes to the SSP shall be submitted for approval.

a. SSP shall include the following information as applicable (Per CFC Section 3303.1.1):

1) Name and contact information of site safety director.
2) Documentation of the training of the site safety director and fire watch personnel.
3) Procedures for reporting emergencies.
4) Fire department vehicle access routes.
5) Location of fire protection equipment including portable fire extinguishers, standpipes, fire department connections and fire hydrants.
6) Smoking and cooking policies, designated areas to be used where approved, and signage locations in accordance with CFC Section 3305.8.
7) Location and safety considerations for temporary heating equipment.
8) Hot work permit plan.
9) Plans for control of combustible waste material.
10) Locations and methods for storage and use of flammable and combustible liquids and other hazardous materials.
11) Provisions for site security.
12) Changes that affect this plan.
13) Other site-specific information required by the fire code official.

1.4 REGULATORY REQUIREMENTS

A. Regulatory Requirements: Comply with applicable provisions of the following:

1. NFPA 241.
2. California Fire Code, 2022 Edition, Chapter 33 “Fire Safety During Construction and Demolition” and the 2022 Editions of the following California Codes as Referenced by the California Fire Code:

a. California Building Code (CBC).
b. California Mechanical Code (CMC).
c. California Plumbing Code (CPC).
d. California Electrical Code (CEC).

B. Responsibility for Fire Protection (CFC 3303)

1. Program Development and Maintenance: The Contractor shall be responsible for the development, implementation and maintenance of an approved written site safety plan establishing a fire prevention program at the project site applicable throughout all phases of the construction, repair, alteration, or demolition work. The plan shall address the requirements of CFC Section 3303.1
2. Site Safety Director: The Contractor shall designate a person to be the Site Safety Director. The Site Safety Director shall be responsible for ensuring compliance with the site safety plan. The Site Safety Director shall have the authority to enforce the provisions of the California Fire Code, Chapter 33, and other provisions as necessary to secure the intent of the California Fire Code,

Chapter 33. Where guard service is provided in accordance with NFPA 241, the Site Safety Director shall be responsible for the guard service.

3. Daily Fire Safety Inspection: The Site Safety Inspector shall be responsible for completion of a daily fire safety inspection at the project site. Each day, all building and outdoor areas shall be inspected to ensure compliance with the inspection list in California Fire Code Section 3303.3. The results of each inspection shall be documented and maintained on-site util a certificate of occupancy has been issued. Documentation shall be immediately available on-site for presentation to the fire code official upon request.

    a. Qualifications: Site Safety Directors shall acquire training specific to their roles and responsibilities. Upon request, the training and qualifications of the Site Safety Director shall be submitted to the fire code official for approval.

4. Training: Training of fire watch and other responsible personnel in the use of fire protection equipment shall be the responsibility of the Site Safety Director. Records of training shall be kept and made a part of the written plan for the Site Safety Plan.
5. Fire Protection Devices: The Site Safety Director shall ensure that all fire protection equipment is maintained and serviced in accordance with the California Fire Code. Fire protection equipment shall be inspected in accordance with the fire protection program.
6. Hot Work Operations: The Site Safety Director shall ensure hot work operations and permit procedures are in accordance with the California Fire Code, Chapter 35.
7. Impairment of Fire Protection Systems: The Site Safety Director shall ensure impairments to any fire protection system are in accordance with California Fire Code, Section 901.

    a. Smoke detectors and smoke alarms located in an area where airborne construction dust is expected shall be covered to prevent exposure to dust or shall be temporarily removed. Smoke detectors and alarms that were removed shall be replaced upon conclusion of dust producing work. Smoke detectors and smoke alarms that were covered shall be inspected and cleaned, as necessary, upon conclusion of dust producing work.

8. Temporary Covering of Fire Protection Devices: Coverings placed on or over fire protection devices to protect them from damage during construction processes shall be immediately removed upon the completion of the construction processes in the room or area in which the devices are installed.

C. Temporary Heating Equipment (CFC 3304):

1. Listing: Temporary heating devices shall be listed and labeled. Installation, maintenance and use of temporary heating devices shall be in accordance with the terms of the listing and the manufacturer’s directions.
2. LP-Gas Heaters: Fuel supplies for liquified petroleum gas fired heaters shall comply with California Fire Code, Chapter 61 Liquefied Petroleum Gases, and the California Mechanical Code.

3. Refueling: Refueling operations for liquid fueled equipment or appliances shall be conducted in accordance with the California Fire Code, Section 5705. The equipment or appliance shall be allowed to cool prior to refueling.
4. Installation: Clearance to combustibles from temporary heating devices shall be maintained in accordance with the labeled equipment. When in operation, temporary heating devices shall be fixed in place and protected from damage, dislodgement or overturning in accordance with the manufacturer's instructions.
5. Supervision: The use of temporary heating devices shall be supervised and maintained only by competent personnel.
6. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

D. Precautions Against Fire (CFC 3305):

1. Smoking: Smoking shall not be allowed on the project site.
2. Combustible Debris, Rubbish and Waste:

    a. Combustible debris, rubbish and waste shall not be accumulated within buildings.
    b. Combustible debris, rubbish and waste material shall be removed from buildings at the end of each shift of work.
    c. Rubbish containers with a capacity exceeding 5.33 cubic feet (40 gallons) used for temporary storage of combustible debris, rubbish and waste materials, shall have tight fitting or self-closing lids. Such containers shall be constructed entirely of materials that are non-combustible or materials that meet a peak rate of heat release not exceeding 300 kW/m^2 when tested in accordance with ASTM E 1354 at an incident heat flux of 50 kW/m^2 in the horizontal orientation.
    d. Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container.

3. Burning: Burning of materials shall not be allowed on the project site.
4. Fire Watch: Where required by the fire code official or the Site Safety Plan established in accordance with California Fire Code Section 3303.1, a fire watch shall be provided for building demolition and for building construction.

    a. Fire Watch During Construction: A fire watch shall be provided during non-working hours for new construction that exceeds 40 feet in height above the lowest adjacent grade at any point along the building perimeter, for new multi-story construction with aggregate area exceeding 50,000 sf per story or as required by the fire code official.
    b. Fire Watch Personnel:

        1) Duties: The primary duty of fire watch personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security duties is acceptable.
        2) Training: Personnel shall be trained to serve as an on-site fire watch. Training shall include the use of portable fire extinguishers. Fire extinguishers and fire reporting shall be in accordance with California Fire Code, Section 3310.

3) Means of Notification: Fire watch personnel shall be provided with not fewer than one approved means for notifying the fire department.

c. Fire Watch Location: The fire watch shall include areas specified by the Site Safety Plan established in accordance with California Fire Code Section 3303.
d. Fire Watch Records: Fire watch personnel shall keep a record of all time periods of duty, including the log entry for each time the site was patrolled and each time a structure was entered and inspected. Records shall be made available for review by the fire code official upon request.

5. Cutting and Welding: Welding, cutting, open torches, and other hot work operations and equipment shall comply with California Fire Code Chapter 35 “Welding and Other Hot Work.’
6. Temporary Wiring for Electrical Power: Temporary wiring for electrical power and lighting installations used in connection with the construction, alteration or demolition of buildings, structures, equipment, or similar activities shall comply with the California Electrical Code.

E. Flammable and Combustible Liquids (CFC 3306):

1. Storage of Flammable and Combustible Liquids: Storage of flammable and combustible liquids shall be in accordance with California Fire Code Section 5704.
2. Class I and Class II Liquids: Storage, use, and handling of flammable and combustible liquids at construction sites shall be in accordance with California Fire Code Section 5706.2. Ventilation shall be provided for operations involving the application of materials containing flammable solvents.
3. Housekeeping: Flammable and combustible liquid storage areas shall be maintained clear of combustible vegetation and waste materials. Such storage areas shall not be used for the storage of combustible materials.
4. Precautions Against Fire: Sources of ignition and smoking shall be prohibited in flammable and combustible liquid storage areas. Signs shall be posted in accordance with California Fire Code Section 310.
5. Handling at Point of Final Use: Class I and Class II liquids shall be kept in approved safety containers.
6. Leakage and Spills: Leaking vessels shall be immediately repaired or taken out of service and spills shall be cleaned up and disposed of properly.

F. Flammable Gases (CFC 3307):

1. Storage and Handling: Storage and handling of flammable gasses shall comply with California Fire Code Chapter 58 “Flammable Gases and Flammable Cryogenic Fluids.”
2. Cleaning with Flammable Gases: Flammable gases shall not be used to clean or remove debris from piping open to the atmosphere.

G. Explosive Materials (CFC 3308): Explosive materials shall not be allowed.

H. Portable Generators (CFC 3309): Portable generators used at construction and demolitions sites shall comply with California Fire Code Section 1204

I. Fire Reporting (CFC 3310)

1. Emergency Telephone: Emergency telephone facilities with ready access shall be provided in an approved location at the construction site, or an approved equivalent means of communication shall be provided. The street address of the construction site and the emergency telephone number of the fire department shall be posted adjacent to the telephone. Alternatively, where an equivalent means of communication has been approved, the site address and fire department emergency telephone number shall be posted at the main entrance to the site, in guard shacks, and in the construction site office.

J. Access for Fire Fighting (CFC 3311):

1. Required Access: Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
2. Key Boxes: Key boxes shall be provided as required by California Fire Code Chapter 5 “Fire Service Features.”

K. Means of Egress (CFC 3312):

1. Stairways Required: Where building construction exceeds 40 feet in height above the lowest level of fire department vehicle access, a temporary or permanent stairway shall be provided.
2. Means of Egress: Required means of egress and required accessible means of egress shall be maintained during construction and demolition, remodeling or alterations and additions to any building unless an approved temporary means of egress system is provided.
3. Combustible Materials Storage: Combustible materials associated with construction, demolition, remodeling or alterations to an occupied structure shall not be stored in exits, enclosures for stairs, or exit access corridors serving an occupant load of 30 or more.

L. Water Supply for Fire Protection (CFC 3313):

1. When Required: An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible building materials arrive on the site, on concealment of vertical combustible construction, and on installation of a standpipe system in buildings under construction, in accordance with California Fire Code Section 3313.2 through 3313.5.

M. Standpipes (CFC 3314):

1. Where Required: In buildings required to have standpipes by California Fire Code Section 905.3.1, not less than one standpipe shall be provided for use during construction. Such standpipes shall be installed prior to construction exceeding 40 feet in height above the lowest level of fire department vehicle access. Such standpipes shall be provided with fire department hose

connections at locations adjacent to stairways complying with California Fire Code Section 3312.1. As construction progresses, such standpipes shall be extended to within one floor of the highest point of construction having secured decking or flooring.

2. Buildings Being Demolished: Where a building is being demolished and a standpipe is existing within such a building, such standpipe shall be maintained in an operable condition so as to be available for use by the fire department. Such standpipe shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished.
3. Detailed Requirements: Standpipes shall be installed in accordance with the provisions of California Fire Code Section 905.

    a. Standpipes shall be either temporary or permanent in nature, and with or without a water supply, provided that such standpipes comply with the requirements of California Fire Code Section 905 as to capacity, outlets and materials.

N. Automatic Sprinkler System (CFC 3315):

1. Completion Before Occupancy: In buildings where an automatic sprinkler system is required by the California Fire Code or California Building Code, it shall be unlawful to occupy any portion of a building or structure until the automatic sprinkler system installation has been tested and approved, except as provided in California Fire Code Section 105.3.4.
2. Operation of Valves: In buildings where an automatic sprinkler system is provided, operation of sprinkler control valves shall be allowed only by properly authorized personnel and shall be accompanied by notification of duly designated parties. Where the sprinkler protection is being regularly turned off and on to facilitate connection of newly completed segments, the sprinkler control valves shall be checked at the end of each work period to ascertain that protection is in service.

O. Portable Fire Extinguishers (CFC 3316):

1. Portable Fire Extinguishers: Structures under construction, alteration or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with the California Fire Code, Section 906 and sized for not less than ordinary hazard, as follows:

    a. At each stairway on all floor levels where combustible materials have accumulated.
    b. In every storage and construction shed.
    c. Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids.

P. Motorized Construction Equipment (CFC 3317):

1. Conditions of Use: Internal combustion powered construction equipment shall be used in accordance with all of the following conditions:

a. Equipment shall be located so that exhausts do not discharge against combustible material.
b. Exhausts shall be piped to the outside of the building.
c. Equipment shall not be refueled while in operation.
d. Fuel for equipment shall be stored in approved areas outside of the building.

Q. Safeguarding Roofing Operations (CFC 3318):

1. General: Roofing operations utilizing heat producing systems or other ignition sources shall be conducted in accordance with California Fire Code Sections 3318.2 and 3318.3, and Chapter 35.
2. Asphalt and Tar Kettles: Asphalt and tar kettles shall be operated in accordance with the California Fire Code, Section 303.
3. Fire Extinguishers for Roofing Operations: Fire extinguishers shall comply with the California Fire Code, Section 906. There shall be not less than one multi-purpose portable fire extinguisher with a minimum 3-A 40-B:C rating on the roof being covered or repaired.

PART 2 - PRODUCTS

2.1 TEMPORARY EQUIPMENT, GENERAL

A. Temporary Equipment: Temporary equipment shall comply with requirements of Division 01 Section “Temporary Facilities and Controls,” and shall comply with the requirements of this Section.

PART 3 - EXECUTION

A. Fire Safety Observation, Procedures, and Features: Provide fire safety observation activities, procedures, and features as required and in compliance with regulatory requirements.

END OF SECTION

SECTION 017300
EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting, patching and repairing.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.
9. Protection of existing construction.
10. Repair of the Work.

B. Related Requirements:

1. Division 01 Section "Summary of Work" for limits on use of Project site.
2. Division 01 Section "Submittal Procedures" for submitting surveys.

1.3 DEFINITIONS

A. Accessible Route: A continuous unobstructed path connecting accessible elements and spaces of an accessible site, building or facility that can be negotiated by a person with a disability using a wheelchair, and that is also safe for and usable by persons with other disabilities. Interior accessible routes may include corridors, hallways, floors, ramps, elevators and lifts. Exterior accessible routes may include accessible parking stalls and access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps and lifts.

B. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

C. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 SUBMITTALS

A. Surveys: Submit survey of accessible route improvements stamped and signed by land surveyor or professional engineer certifying that elevations and slopes of improvements comply with disabled access requirements.

1. Survey shall be a separate submittal and shall also be included in the Project Record Documents.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting of structural elements must be performed, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:

a. Primary operational systems and equipment.
b. Fire separation assemblies.
c. Air or smoke barriers.
d. Fire-suppression systems.
e. Mechanical systems piping and ducts.
f. Control systems.
g. Communication systems.
h. Fire-detection and alarm systems.
i. Conveying systems.
j. Electrical wiring systems.
k. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
a. Equipment supports.
b. Piping, ductwork, vessels, and equipment.

4. Visual Elements: Cut and patch construction in a manner that results in no visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in Division 02 trough 33 Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for plumbing, mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.

2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings. Verify service space requirements for equipment and operating items.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Request for Information."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.

7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

K. Repair or remove and replace damaged, defective, or nonconforming Work.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching and Repairing: Patch and repair construction by grinding, filling, leveling, refinishing, closing up, and similar operations following performance of other work. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched and repaired areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
    b. Where finishes have been removed, patch and repair substrates to receive new finishes; substrates shall be prepared to comply with requirements of manufacturer of final finish material.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 REPAIR OF THE WORK

A. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION AND REPAIR

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Comply with manufacturer's written instructions for temperature and relative humidity following installation.

D. Protection of Existing Items: Provide protection and ensure that existing items to remain are undisturbed by construction are maintained in condition that existed at commencement of the Work.

END OF SECTION

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous construction and demolition waste.
2. Recycling nonhazardous construction and demolition waste.
3. Disposing of nonhazardous construction and demolition waste.

B. Related Requirements:

1. Division 02 Section "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
2. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
3. Division 04 Sections as applicable to masonry for disposal requirements for masonry waste.
4. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

A. CGBSC: California Green Building Standards Code.

B. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

C. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit Waste Management Plan within 30 days of date established for the Notice to Proceed indicating method of compliance with the California Green Building Standards Code.

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use separate forms for construction waste and demolition waste. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data: For waste management coordinator.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, or individual employee assigned by the General Contractor, with a record of successful waste management coordination of projects with similar requirements. Individual of firm, or Contractor's employee, shall be a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator.

B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 REGULATORY REQUIREMENTS

A. Construction Waste Management: Refer to CGBSC Section 5.408.1 Construction Waste Management. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with CGBSC Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 (Below) or meet a local construction and demolition waste management ordinance, whichever is more stringent:

1. GBSC Section 5.408.1.1, Construction Waste Management Plan: Where a local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, provide Waste Management Plan that:

    a. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
    b. Determines if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
    c. Identifies diversion facilities where construction and demolition waste material collected will be taken.
    d. Specifies the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

2. GBSC Section 5.408.1.2, Waste Management Company: Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with CGBSC Section 5.408.1.

    a. Exception 1: Excavated soil and land-clearing debris.
    b. Exception 2: Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.
    c. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities and markets.

3. GBSC Section 5.408.1.3, Waste Stream Reduction Alternative: The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65 percent minimum requirement as approved by the enforcing agency.

B. Documentation, CGBSC Section 5.408.1.4: Documentation shall be provided to the enforcing agency which demonstrates compliance with Sections 5.408.1.1. through 5.408.1.3. The Waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement approved waste management procedures. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management procedures during the entire duration of the Contract.

    1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

    1. Distribute waste management procedures to everyone concerned within three days of submittal return.
    2. Distribute waste management procedures to entities when they first begin work on-site. Review procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. General: Contract Documents identify items to be salvaged for reinstallation and items to be salvaged to the Owner; items indicated to be removed become the Contractor’s property, Contractor may salvage removed items and offer for sale and/or donation.

B. Salvaged Items for Reuse/Reinstallion in the Work: Salvage items for reuse and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

C. Salvaged Items to Owner: Salvage items for Owner's use and handle as follows:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Salvaged Items for Sale and/or Donation: Not permitted on Project site.

E. Salvaged Items for Reinstallation or Owner’s Use:

1. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
2. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
3. Plumbing Fixtures: Separate by type and size.
4. Lighting Fixtures: Separate lamps by type and protect from breakage.
5. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: Refer to local county websites for the county in which the Project is located for listings of available recycling receivers and processors, and materials accepted.

C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

D. Metal Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

E. Metal Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Wood Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

    a. Comply with requirements in Division 32 Sections as applicable to planting for use of clean sawdust as organic mulch.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final Completion procedures.
3. Final cleaning.
4. Repair of the Work.

B. Related Requirements:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
2. Division 01 Section "Execution" for repair of the Work.
3. Division 01 Section "Project Record Drawings" for preparing and submitting Project Record Drawings.
4. Division 01 Section "Warranties" for submitting final warranty information.
5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Contractor's List of Incomplete Items: Final submittal at Final Completion.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Submit the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record drawings, operation and maintenance data, construction photographic documentation, warranties, and similar final record information.
3. Submit closeout submittals specified in individual Division 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance materials specified in individual Division 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
5. Submit testing, adjusting, and balancing records.
6. Submit sustainable design submittals not previously submitted.
7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
6. Advise Owner of changeover in utility services.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements, including touchup painting.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection for Completion a minimum of 10 days prior to date the work will be completed and ready for inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Following inspection, Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected.

1. Architect’s Punch List: During inspection, Architect will prepare a list of items needing completion or correction (punch list), a copy of the punch list will be distributed to the Contractor and Owner.
2. Reinspection: Request reinspection when the Work identified in previous inspection as incomplete is completed or corrected.
3. Results of completed inspection will form the basis of requirements for final completion.

E. Contractor’s Cost for Reinspection: Architect will perform one inspection and one reinspection at no additional cost to the Contractor. The expense for the Architect’s time for additional inspections will be paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect’s standard hourly rate schedule in effect at the time the work is performed with a minimum of $400.00 dollars for each additional reinspection.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. List of Incomplete Items: Submit copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect; copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect (Company name).
d. Name of Contractor (Company Name).
e. Page number.

4. Submit list of incomplete items in one of the following formats:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF electronic file. Architect will return annotated file.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with the California Green Building Standards Code maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
h. Vacuum and mop concrete.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of mechanical, electrical, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
q. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Division 01 Section 017300 “Execution” before requesting inspection for determination of Substantial Completion.

1. Comply with requirements of Division 02 through 33 Sections as applicable to the Work to be restored and/or repaired.

END OF SECTION

SECTION 017836
WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.

B. Related Sections include but are not limited to the following:

1. Division 01 Section "Closeout Procedures."
2. Division 01 Section "Operation and Maintenance Data."
3. Division 02 through 33 Sections for specific warranty requirements.

1.3 WARRANTY REQUIREMENTS

A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

B. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

E. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.4 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Warranty Submittal: Submit (2) paper copies and one electronic copy of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.

1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
2. Provide additional copies of each warranty in operation and maintenance manuals.

C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit by email to Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 017839
PROJECT RECORD DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Drawings:

B. Related Sections:

1. Division 01 Section "Use of Architect’s Electronic Files” for requirements related to use of Architect's digital data files.
2. Division 01 Section "Execution" for surveys of exterior accessible routes.
3. Division 01 Section "Closeout Procedures" for general closeout procedures.
4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 RECORD DRAWING SUBMITTAL

A. Closeout Submittal: Submit Record Drawings as follows:

1. Final Submittal:

a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect’s comments from the initial submittal.
b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.

1.4 PROJECT RECORD DRAWINGS

A. Record Drawings: Maintain one set of paper copies of the Contract Drawings during the construction period for Project Record Drawing Purposes.

1. Project Record Drawing print sets shall include all drawings of the Contract Documents including original project Drawings, Shop Drawings, Supplemental Drawings, Coordination Drawings, Clarification Drawings, Change Orders, and similar drawings. Record Drawing set shall include all drawings of Contract Documents whether or not changes and additional information were recorded.
2. Store Project Record Drawings in the field office apart from the Contract Documents used for construction; do not use Project Record Drawings for construction purposes.
3. Maintain Record Drawings in good order and in a clean, dry, legible condition, protected from deterioration and loss.
4. Provide access to Project Record Drawings for Architect's reference during normal working hours.
5. Incorporate new and revised drawings into Project Record Drawings as modifications are issued; do not wait until the end of Project.
6. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an understandable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding archive photographic documentation.

7. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Depths of foundations below first floor.
    d. Locations and depths of underground utilities.
    e. Revisions to routing of piping and conduits.
    f. Revisions to electrical circuitry.
    g. Actual equipment locations.
    h. Duct size and routing.
    i. Locations of concealed internal utilities.
    j. Changes made by Change Order or Construction Change Directive.
    k. Changes made following Architect's written orders.
    l. Details not on the original Contract Drawings.
    m. Field records for variable and concealed conditions.
    n. Record information on the Work that is shown only schematically.

8. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
9. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
10. Mark important additional information that was either shown schematically or omitted from original Drawings.
11. Note Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.

B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, submit marked-up record prints to Architect, following Architect's review and action, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: PDF electronic file.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Architect for resolution.
4. Architect will furnish Contractor one set of digital data files of the Contract Drawings in PDF format for use in recording information.

    a. Refer to Division 01 Section 011105 "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.

D. Format:

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Digital Data Files:

    a. Format: Annotated PDF electronic file.
    b. Organize digital data information into separate electronic files corresponding with each building design discipline of the Contract Documents; name each file with the corresponding design discipline.

E. Identification: Include the following information on each Record Drawing:

1. "PROJECT RECORD DRAWING" designation located in a prominent location.
2. Project name if Project name is not included in a title block as part of the drawing.
3. Date.
4. Name of Architect if Architect's name is not included in a title block as part of the drawing.
5. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 024119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused, recycled, or returned to Owner.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
2. Division 01 Section "Execution" for cutting and patching procedures, and for protection of existing construction.
3. Division 01 Section “Construction Waste Management and Disposal” for salvaging, recycling, and disposing of nonhazardous demolition and construction waste.
4. Division 31 Section “Site Clearing” for removing above and below-grade site improvements not part of selective demolition.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be salvaged or reinstalled.

B. Remove and Salvage to Owner: Detach item from existing construction in a manner to prevent damage and deliver to Owner ready for reuse.

C. Remove and Salvage for Reinstallation: Detach item from existing construction in a manner to prevent damage, prepare for reuse, and securely store item until it is to be reinstalled at locations indicated.

D. Existing to Remain: Existing items or improvements that are to remain and not be removed. Existing items to remain shall be protected from damage during the course of construction.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for physical damage, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.

C. Predemolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before Work begins.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs. Comply with requirements specified in Division 01 Section "Photographic Documentation."

C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

D. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

E. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

F. Storage or sale of removed items or materials on-site is not permitted.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

1. If unanticipated mechanical, electrical, or structural elements are encountered and found to be in conflict with intended function or design, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Inventory and record the condition of items to be removed and salvaged or removed and reinstalled. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Protection of Existing Construction: Protect existing construction to remain with temporary protections and construction. Do not remove existing construction unless otherwise indicated.

D. Remove temporary barricades and protections where hazards no longer exist.

3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off utilities with Owner and/or utility companies.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use plasma or flame cutting torches without written approval from Architect. Where allowed, clear area of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations. Maintain fire watch during and for at least two hours after flame-cutting operations. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

7. Dispose of demolished items and materials promptly, comply with requirements of Division 01 Section “Construction Waste Management and Disposal.”

B. Minor Accessories and Fixtures: Remove minor accessories and fixtures as required to accommodate removal of existing finishes or application new finishes whether items are indicated to be removed or not.

1. Minor accessories and fixtures shall include but not be limited to toilet room accessories; classroom accessories such as pencil sharpeners coat hooks, flag holders, and similar items.
2. Where new replacement items are not indicated or specified in other sections, minor accessories and fixtures shall be considered to be items to be removed and reinstalled.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

1. Items removed, salvaged, and reinstalled for the Contractor’s convenience shall be considered the same as items to be removed and salvaged for reinstallation.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Concrete Slabs-on-Grade: Using power-driven saw, cut perimeter of area to be demolished, then break up and remove.

1. Where possible or feasible, cut concrete at existing joints.

C. Reinforcing Steel: Where ends of reinforcing steel are exposed following cutting and removal of concrete and/or masonry, paint exposed ends of cut reinforcing steel with not less than two coats of zinc rich primer.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Recycle or dispose demolition waste materials according to Division 01 Section "Construction Waste Management and Disposal." Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in accordance with local regulations and in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 101400
SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Interior and exterior panel signs for room or space identification.

B. Related Sections:

1. Division 01 Section “Temporary Facilities and Controls” for Project identification signage.
2. Division 10 Section “Dimensional Sign Characters” for individual character signs.
3. Division 22, 23, and 26 Sections as applicable to Electrical Work for tags and nameplates for equipment.
4. Division 32 Section “Paving Specialties” for parking lot and pedestrian signage.

1.3 SUBMITTALS

A. Product Data: Manufacturer’s product data including construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.

B. Shop Drawings: Include plans, elevations, and full-scale template layout of characters and other components. Show mounting methods, grounds, mounting heights, layout, spacing, reinforcement, accessories, and installation details.

1. Provide message list for each sign, including large-scale details of wording, lettering, and Braille layout.

C. Schedule: Schedule indicating sign locations, type, other pertinent data, and referenced to rooms or doors with the same referencing as used on the Drawings.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain each sign type through one source from a single manufacturer.

1.5 FIELD CONDITIONS

A. Field Measurements: Where sizes of signs are determined by dimensions of surfaces on which they are installed, verify dimensions by field measurement before fabrication and indicate measurements on Shop Drawings.

1.6 WARRANTY

A. Warranty: Manufacturer's standard form in which manufacturer agrees to replace signs that fail in materials or workmanship within specified warranty period.

1. Damage from deliberate destruction and vandalism is excluded.
2. Warranty Period for Interior Signs: Building lifetime.
3. Warranty Period for Exterior Signs: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 REGULATORY REQUIREMENTS FOR SIGNS

A. Regulatory Requirements: Comply with requirements of the following:

1. 2010 ADA Standards for Accessible Design.
2. ANSI A117.1.
3. California Building Code, Sections 11B-216 and 11B-703.

B. Room or Space Identification Signs, CBC 11B-216.2: Where provided, signs identifying permanent rooms and spaces shall comply with CBC Sections 11B-703.1, 11B-703.2, 11B-703.3, and 11B-703.5. Where pictograms are provided as designations of permanent rooms and spaces, the pictograms shall comply with CBC Section 11B-703.6 and shall have text descriptors complying with CBC Sections 11B-703.2 and 11B-703.5. Exterior signs that are not located at the door to the space they serve shall not be required to comply with CBC Section 11B-703.2.

C. Means of Egress Signs, CBC 11B-216.4: Tactile exit signs required by CBC Section 1013.4 at doors to exit passageways, exit discharge, and exit stairways shall comply with CBC Sections 11B-703.1, 11B-703.2, 11B-703.3, and 11B-703.5.

D. Inspection, CBC 11B-703.1.1.2: Signs and identification devices shall be field inspected after installation and approved by the enforcing agency prior to the issuance of a final certificate of occupancy per Chapter 1, Division II, Section 111, or final approval where no certificate of occupancy is issued. The inspection shall include, but not be limited to, verification that Braille dots and cells are properly spaced and the size, proportion and type of raised characters are in compliance with the regulations of CBC Section 11B-703.

E. Raised Characters, CBC 11B-703.2: Raised characters shall comply with CBC Section 11B-703.2 and shall be duplicated in Braille complying with CBC Section 11B-703.3. Raised characters shall be installed in accordance with CBC 11B-703.4.

1. Depth: Raised characters shall be raised 1/32-inch minimum above their background.
2. Case: Raised characters shall be upper case.
3. Style: Raised characters shall be sans serif. Characters shall not be italic, oblique, script, highly decorative, or other unusual forms.
4. Character Proportions: Raised characters (Text) on signs shall be selected from fonts where the width of the uppercase letter “O” is 60 percent minimum and 110 percent maximum of the height of the uppercase letter “I”.
5. Character Height: Character height measured vertically from the baseline of the character shall be of 5/8-inch minimum and 2-inches maximum based on the height of the uppercase letter “I”.
6. Stroke Thickness: Stroke thickness of the uppercase letter “I” shall be 15 percent maximum of the height of the character.
7. Character Spacing: Character spacing shall be measured between the two closest points of adjacent raised characters within a message, excluding word spaces. Where characters have rectangular cross sections, spacing between individual raised characters shall be 1/8 inch minimum and 4 times the raised character stroke width maximum. Where characters have other cross sections, spacing between individual raised characters shall be 1/16 inch minimum and 4 times the raised character stroke width maximum at the base of the cross sections, and 1/8 inch minimum and 4 times the raised character ma stroke width maximum at the top of the cross sections. Characters shall be separated from raised borders and decorative elements 3/8 inch minimum.
8. Line Spacing: Spacing between the baselines of separate lines of raised characters within a message shall be 135 percent minimum and 170 percent maximum of the raised character height.
9. Format: Text shall be in a horizontal format.
10. Finish and Contrast: Characters and their background shall have a non-glare finish. Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background. Requirement applies to all signs.

F. Braille, CBC 11B-703.3: Braille shall be contracted (Grade 2) and shall comply with CBC Sections 11B-703.3 and 11B-703.4.

1. Dimensions and Capitalization (CBC 11B-703.3.1): Braille dots shall have a domed or rounded shape and shall comply with CBC Table 11B-703.3.1. The indication of an uppercase letter or letters shall only be used before the first word of sentences, proper nouns and names, individual letters of the alphabet, initials, and acronyms. Braille dot physical requirements shall be per CBC Table 11B-703.3.1 as indicated below; dimensions for distances are measured from center to center of Braille dots:

    a. Dot Base Diameter: 0.059 inch minimum, 0.063 inch maximum.
    b. Distance between Two Dots in the same Cell: 0.100 inches.
    c. Distance between corresponding Dots in adjacent Cells: 0.300 inches.
    d. Dot Height: 0.025 inch minimum, 0.037 inch maximum.

e. Distance between corresponding Dots from one cell directly below: 0.395 inch minimum, 0.400 inch maximum.

2. Position (CBC 11B-703.3.2): Braille shall be positioned below the corresponding text in a horizontal format, flush left, or centered. If text is multi-lined, Braille shall be placed below the entire text. Braille shall be separated 3/8 inch minimum and 1/2 inch maximum from any other tactile characters and 3/8 inch minimum and from raised borders and decorative elements.

G. Sign Installation Height and Location, CBC 11B-703.4:

1. Height Above Ground or Floor: Tactile characters on signs shall be located 48 inches minimum above the finish floor or ground surface, measured from the baseline of the lowest Braille cells and 60 inches maximum above the finish floor or ground surface, measured form the baseline of the highest line of raised characters.
2. Location: Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right hand door. Where there is no wall space at the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position. Where provided, signs identifying permanent rooms and spaces shall be located at the entrance to, and outside of the room or space. Where provided, signs identifying exits shall be located at the exit door when approached in the direction of egress travel.

2.2 MANUFACTURERS

A. Manufacturers, Basis-of-Design Products: In other Articles where named manufacturer's products are indicated, Drawings and Specifications are based on products manufactured by:

1. Best Sign Systems Inc.

a. Subject to compliance with requirements, provide products indicated or comparable products by one of the following:

1) ASI-Modulex, Inc.
2) Gemini Incorporated.

2.3 PANEL SIGNS

A. General: Provide smooth panel sign surfaces constructed to remain flat under installed conditions within tolerance of plus or minus 1/16 inch measured diagonally from corner

to corner complying with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

B. Design Requirements: Panel signs shall comply with Part 2 Article “Regulatory Requirements for Signs.”

C. Scheduled Signs: Provide signs as indicated on Drawings and as scheduled in Part 3 Article “Sign Schedule.”

D. Interior Panel Signs: Basis of Design: Best Sign Systems, Inc., HC 300 Series signs complying with the following requirements:

1. Material: Best Sign Systems Inc., MP Plastic, phenolic-backed melamine plastic laminate faced sheet, 0.25-inch thick.

2. Material: Best Sign Systems Inc., fiberglass Sheet, 0.25-inch thick.
3. Edge Condition: Beveled.
4. Corner Condition: Rounded to radius of 1/2 inch.
5. Border: 3/8-inch wide.
6. Text Font: Standard Medium.
7. Text Height: As indicated on Drawings.
8. Mounting: Unframed, wall mounted.
9. Color: As selected by Architect from manufacturer's full range, text and border shall contrast with background.

E. Exterior Panel Signs: Basis of Design: Best Sign Systems, Inc., HC 300 Series signs complying with the following requirements:

1. Material: Fiberglass Sheet, 0.25-inch thick.
2. Edge Condition: Beveled.
3. Corner Condition: Rounded to radius of 1/2 inch.
4. Border: 3/8-inch wide.
5. Text Font: Standard Medium
6. Text Height: As indicated on Drawings.
7. Mounting: Unframed, wall mounted.
8. Color: As selected by Architect from manufacturer's full range, text and border shall contrast with background.

2.4 ACCESSORIES

A. Mechanical Fasteners: Use tamper resistant fasteners fabricated from materials that are not corrosive to sign material and mounting surface.

B. Adhesives: As recommended by sign manufacturer and with a VOC content of 70 g/L or less for adhesives used inside the weatherproofing system and applied on-site when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch thick, with adhesive on both sides.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.

1. Install signs level, plumb, and with sign surfaces free from distortion and other defects in appearance.
2. Install signs at locations required by regulatory requirements, as indicated on the Drawings, and per this Specification section.

B. Height: Install signs at heights indicated on Drawings and to comply with regulatory requirements indicated in Part 2 Article “Regulatory Requirements for Signs” of this specification Section.

1. Sign mounting height shall be consistent for the Project.

C. Location Relative to Door Openings: Install signs relative to door openings as indicated on Drawings and to comply with regulatory requirements indicated in Part 2 Article “Regulatory Requirements for Signs” of this specification Section.

1. Sign location relative to door openings shall be consistent for the Project.

D. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:

1. Vinyl-Tape Mounting: Use double-sided foam tape to mount signs to smooth, nonporous surfaces that cannot be drilled or screwed. Do not use this method for vinyl-covered or rough surfaces.
2. Silicone-Adhesive Mounting: Use liquid-silicone adhesive recommended in writing by sign manufacturer to attach signs to irregular, porous, or vinyl-covered surfaces. Use double-sided vinyl tape where recommended in writing by sign manufacturer to hold sign in place until adhesive has fully cured.
3. Mechanical Fasteners: Use non-removable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.
4. Where panel signs are mounted on glass, provide matching plate on opposite side of glass to conceal mounting materials.

3.3 CLEANING AND PROTECTION

A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

B. Clean per manufacturer’s recommendation prior to final inspection.

3.4 SIGN SCHEDULE

A. Tactile Exit Signs: Provide tactile exit signs at locations indicated on Drawings, as required to comply with regulatory requirements, and as follows:

1. Exterior Doors: Each grade level exterior exit door from a room or space having an illuminated exit sign shall be identified by a tactile exit sign with the word “EXIT”.
2. Interior Rooms to Exits: Each exit access door to a corridor, exit enclosure, or exit passageway, from a room having an illuminated exit sign shall be identified by a tactile exit sign with the words “EXIT ROUTE”.
3. Doors to Ramps: Each exit door that leads directly to a grade-level exterior exit by means of a ramp shall be identified by a tactile exit sign with the following words as appropriate:

    a. EXIT RAMP DOWN.
    b. EXIT RAMP UP.

B. Exterior Room/Space Identification Signs: Provide exterior identification signage at exterior public access doors to each usable or occupied space of the building.

1. Text Content: Identify building areas by functional use. Text content shall comply with Owner’s instructions.
2. Text Height: As indicated on Drawings and in compliance with referenced CBC and ADA requirements.
3. Sign Size: As indicated on drawings.

END OF SECTION

SECTION 104415
FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Portable hand carried multi-purpose dry chemical ABC rated fire extinguishers.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for fire protection cabinets.

B. Maintenance Data: For fire protection cabinets to include in maintenance manuals.

1.4 COORDINATION

A. Coordinate size of fire extinguisher cabinets to ensure that type and capacity of fire extinguishers indicated are accommodated.

B. Coordinate blocking and backing for wall anchorage of cabinets with wall framing.

1.5 WARRANTY

A. Special Warranty for Fire Extinguishers: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure of hydrostatic test according to NFPA 10 when testing interval required by NFPA 10 is within the warranty period.
b. Faulty operation of valves or release levers.

2. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain fire extinguishers, fire-protection cabinets, and accessories, from a single source from a single manufacturer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. J. L. Industries, Inc.; a division of Activar Construction Products Group.
2. Larsen's Manufacturing Company.
3. Potter Roemer LLC.

2.2 PORTABLE FIRE EXTINGUISHERS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."

B. Fire Extinguishers, General: Type, size, and capacity as indicated.

1. Valves: Manufacturer's standard.
2. Handles and Levers: Manufacturer's standard.
3. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.

A. Multipurpose Dry-Chemical ABC Extinguisher: UL-rated, 5-lb, 2-A:10B:C, capacity, with monoammonium phosphate-based dry chemical in enameled-steel container.

1. Provide at locations where fire extinguishers or fire extinguisher cabinets are indicated.

2.3 MOUNTING BRACKETS

A. Mounting Brackets: Fire extinguisher manufacturer's standard galvanized steel bracket designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with red baked-enamel finish.

B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.

1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

a. Orientation: Vertical.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine walls and partitions for suitable framing depth and blocking where semi-recessed cabinets will be installed.

B. Examine fire extinguishers for proper charging and tagging. Remove and replace damaged, defective, or undercharged fire extinguishers.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare recesses for semi-recessed fire protection cabinets as required by type and size of cabinet and trim style.

3.3 INSTALLATION

A. General: Install fire extinguishers, cabinets, and mounting brackets in locations indicated, and in compliance with requirements of authorities having jurisdiction.

B. Fire Extinguisher Cabinets: Fasten cabinets to structure, square and plumb.

1. Mounting Brackets: Fasten mounting brackets to inside surface of fire protection cabinets, square and plumb.
2. Mounting Height: Mount cabinets and brackets so that the top of installed fire extinguishers will not exceed 48 inches above the finished floor.

C. Bracket Mounted Fire Extinguishers: Fasten mounting brackets to surfaces, square and plumb.

1. Mounting Height: Mount brackets so that the top of installed fire extinguishers will not exceed 48 inches above the finished floor, and the bottom of extinguishers will not be more than 26-1/2 inches above the floor.

D. Identification: Apply identification lettering at locations indicated or as required by authorities having jurisdiction.

END OF SECTION

SECTION 260000
SUMMARY OF ELECTRICAL WORK

PART 1 - GENERAL

1.1 ELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. In general, the Electrical Work described herein consists of the modification of existing electrical, signal, and fire alarm systems in place and the installation of new electrical, signal, and fire alarm systems equipment. All work shall be completed as directed by the Owner's authorized representative, in accordance with the Contract, Specifications and Construction Documents listed below.

1. General Conditions of Contract

2. Specifications:

Section	Title
260000	Summary of Electrical Work
260100	General Conditions for Electrical Work
260500	Basic Electrical Materials and Methods
260526	Grounding
269500	Electrical Acceptance Tests
272000	Telecommunications Systems
283100	Fire Alarm System

3. Electrical Construction Drawings as listed on the Drawing Index of the Construction Drawing set.

B. This Section includes all necessary and required work to complete the construction as indicated in the Drawings, called for by notes or schedules, or specified herein. This work includes the furnishing of all permits, labor, supervision, services, materials, tools, equipment, testing, transportation and miscellaneous expenses, and the performance of all operations necessary to or incidental to completion of lawful and operating electrical power, lighting and signal systems, whether or not specifically mentioned.

C. All work not shown in complete detail shall be installed per the 2022 California Electrical Code and in conformance with the best standard practice for the trade. Any deviation from the approved Drawings shall be submitted in writing to the Engineer and Owner for approval prior to the installation of the work in question.

D. This work shall include, but not necessarily be limited to, the following elements:

1. Electrical Distribution:
    a. Power distribution system, as shown.
    b. Trenching, conduits and feeders for electrical power including connections to relocatable buildings.
2. Grounding
    a. Grounding system including installations of ground rods, as shown. Connections to water and/or gas piping and building steel.
    b. Provide the following grounding electrodes at each building, bonded together to form the grounding electrode system:
        1) Metal underground water pipe in direct contact with the earth for ten feet or more and electrically continuous to the points of connection of the grounding electrode conductor and the bonding conductors.
        2) The metal frame of the building, where effectively grounded.
        3) Ground rod of copper clad steel, minimum ¾ inch diameter, minimum 10 feet long, driven full length into the earth. If a maximum resistance to ground of 5 ohms cannot be obtained with a single ground rod, provide additional ground rods installed not closer than 6 feet apart until a maximum resistance to ground of 5 ohms is obtained.
    c. Bonding of adjacent modular buildings.
    d. Testing of grounding system as outlined in Section 269500.
3. Signal Distribution:
    a. Trenching, conduits and conductors for signal systems including connections to relocatable buildings.
    b. Building mounted conduits and conductors for signal systems including connections to relocatable buildings.
4. Data Distribution System
    a. Extension of existing Data system per Specification Section 272000 including new IDF rack complete with Category 6 and fiber optic patch panels and required patch cables, Category 6 horizontal cable and jacks, fiber optic cable, jacks and innerduct, access panels, terminal cabinets, conduit, wiring and terminations and testing for the distribution cabling system.
    b. Extension of existing Telephone system.
5. Fire Alarm System:
    a. Pre-testing of existing Fire Alarm system prior to initiation of Fire Alarm work or other work that may affect Fire Alarm system.
    b. Extension of existing Fire Alarm system.

6. Each system shall be terminated, tested and calibrated by a factory-authorized installer. This same installer shall terminate and test any peripheral equipment required for the operation of the system.

7. Equipment Connections

    a. Provide equipment connections and coordination in accordance with manufacturer’s recommendations and product submittals.

E. Products supplied by Owner (or others, as noted) and installed by Contractor under this Section.

1. None.

F. Products supplied by Contractor but not installed under this Section.

1. None.

G. Work specifically **excluded** from this Division.

1. Furnishing of motors.

H. The following Sections contain requirements that relate to this Section:

1. None

I. It shall be understood that the existing conduit with its wiring is presently active (hot), in operation with its pertinent equipment.

J. It shall be noted that this construction work will be planned and executed during ongoing operation of the facility. Any modifications to the existing equipment currently in operation shall be done during scheduled shutdowns and coordinated with the Owner's authorized representative and facility operating personnel to assure minimum downtime.

K. In order to avoid disruption to facility operations, certain items of work must be completed before other items of work can be started. Contractor shall coordinate with the Owner's authorized representative as to the sequence of construction activities.

L. Drawings showing equipment layout, conduit runs, conduit sizes, number of wires, wire types, wire groupings and size will not be furnished. It shall be the Contractor's responsibility to prepare such drawings in accordance with specifications, project requirements and code to facilitate the installation.

M. Furnish, install and connect an underground grounding system, specifically mentioned on drawings as part of this contract, including all necessary materials and connections as required by code and/or as shown on the construction drawing.

N. Furnish, install and connect all above grade grounding materials and make above ground connections of underground cables to equipment and/or structural steel as shown on the construction drawings and as required by code.

O. Size, furnish, install and connect new conduit, conduit fittings, and seal fittings, expansion fittings and supports. This includes above grade as well as underground.

P. Size, furnish, and install junction, pull and terminal boxes, in accordance to code requirements and as shown on the construction drawings.

Q. Size, furnish and install all supports required for conduit installation, supports required for the installation of the equipment furnished by this Contractor and equipment furnished by others but installed by this Contractor.

R. Size and field cut the openings for conduits passing through building walls and/or floors. Close and seal all openings after conduits have been installed and/or removed. Closing shall be compatible with, or of the same material as wall and/or floor.

S. Furnish and install wire tags in accordance with the specifications indicating wire number as shown on electrical schematics, one line, three line diagrams and specifications.

T. Furnish, install and connect all power, control and instrumentation cable, including all necessary cable lugs, connectors and terminations.

U. Perform all testing per the Specifications and report to Owner's field representative in a timely manner so as not to impede the scheduled completion of the Contract.

V. Prime paint all uncoated carbon steel items furnished by Contractor.

W. Energize low voltage services after testing equipment and wiring in accordance with manufacturer instructions and specifications.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 260000

SECTION 260100
GENERAL CONDITIONS FOR ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. The provisions of this Section shall apply to all of the following Sections of Divisions 26-28 of these Specifications and shall be considered a part of these Sections.

1.3 QUALITY ASSURANCE

A. All work and materials shall fully comply with current rules and regulations of all applicable codes. Nothing in these Drawings or Specifications shall be interpreted as to permit any work not in compliance with these codes. Where work is detailed and/or specified to a more restrictive standard or higher requirement, that standard or requirement shall govern such work. Applicable codes include, but are not limited to, the following:

1. California Code of Regulations (CCR)
    a. Title 8, Industrial Relations
    b. Title 17, Public Health
    c. Title 24, Building Standards
2. 2022 California Building Code.
3. 2022 California Fire Code.
4. 2022 California Electrical Code.
5. Local Codes.

B. All electrical components, devices and accessories shall be listed with Underwriters Laboratories, Inc. (or other testing agency acceptable to authorities having jurisdiction), shall meet their requirements, shall bear their label wherever standards have been established and label service is regularly furnished by that agency, and shall be marked for intended use.

1.4 PERMITS, FEES AND TAXES

A. The Contractor shall secure all necessary permits and pay all required fees and taxes. He shall notify the proper authorities and have the work inspected and tested as required by jurisdictional requirements, pay all charges in connection therewith, and shall present to the Owner properly signed certificates of inspection. Acceptance of the work will not be considered until such certificates have been delivered.

1.5 EXISTING CONDITIONS

A. The Contractor shall carefully examine the site and existing buildings, compare them with Drawings and Specifications, and shall have satisfied himself as to the conditions to be encountered during the performance of the work. No subsequent allowance shall be made on his behalf for any additional expense he may incur due to failure or neglect of Contractor to examine site and to include existing conditions in bid.

B. Any work done as an addition, expansion, or remodel of an existing system shall be compatible with that system.

C. The Contractor shall examine all record drawings made available by the Owner to locate existing underground systems, utilities, conduits, and pipes prior to installing the electrical distribution system. The Contractor shall also examine the site for possible locations of sprinkler pipes. Any damage done to the existing systems during the course of the electrical work, whose locations could be reasonably determined, shall be repaired to the satisfaction of the Owner and the utility or agency involved, at the expense of the Contractor.

1.6 CONDUCT OF THE WORK

A. The Contractor shall maintain on the job a competent foreman or a superintendent at all times to superintend the Work.

1.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The Engineer’s decision will be final on interpretation of the Drawings and Specifications. Whenever the words “AS MAY BE DIRECTED”, “SUITABLE”, or “APPROVED EQUAL”, or other words of similar intent and meaning are used, implying that judgment is to be exercised, it is understood that it is in reference to the judgement of the Engineer.

1.8 SUBMITTALS

A. Shop Drawings and Product Data

1. All **Shop Drawings and Product Data** shall comply with the following requirements:

a. The Contractor shall submit for review, complete sets of Shop Drawings and Product Data brochures for materials and equipment as required by each section of the Specifications.

b. All Shop Drawings and Product Data shall be submitted at one time in a neat and orderly fashion in a suitable binder with a Title Sheet including Project, Engineer and Contractor, Table of Contents, and indexed tabs dividing each group of materials or item of equipment. The Specification paragraph number for which they are proposed shall identify all items. The mark number as indicated on Drawings shall also identify all equipment and fixtures.

c. Shop Drawings and Product Data submittal shall include manufacturer's name and catalog numbers, dimensions, loads, and all other characteristics and accessories as listed in the Specifications or on the Drawings. All loads, characteristics, and accessories called for in the Specifications or on the Drawings shall be highlighted, circled or underlined on the Shop Drawings and Product Data. Descriptive literature shall be current factory brochures and submittal sheets.

d. FAX submittals are not acceptable.

e. Material or equipment shall not be ordered or installed until the Engineer processes the written review. Any item omitted from the submittal shall be provided as specified without substitution.

f. Prior to submission of the Shop Drawings and Project Data, Contractor shall review and certify that they meet the requirements of the Contract Documents.

g. A minimum period of two weeks, exclusive of transmittal time, will be required each time Shop Drawings and/or Product Data are submitted or resubmitted for review. The Contractor shall consider this time when scheduling a submittal date.

B. Submittal Review

1. Submittals will be reviewed for general conformance with the design concept, but this review does not guarantee quantity shown, nor does it supersede the responsibility of the Contractor to provide all materials, equipment and installation in accordance with the Drawings and Specifications.

2. The Contractor shall agree that Shop Drawings and Product Data submittals processed by the Engineer are not Change Orders and that the purpose of Shop Drawings and Product Data submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept. The Contractor demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

3. It shall be clearly understood that the noting of some errors, but the overlooking of others, **does not** grant the Contractor permission to proceed in error or in conflict with Contract Documents. The Contractor shall agree that if deviations, discrepancies or conflicts between Shop Drawings and Design Drawings and Specifications are discovered either prior to or after Shop Drawing submittals are

processed by the Engineer, the Design Drawings and Specifications shall control and shall be followed.

4. If a resubmittal is required, submit a complete copy of the Engineer's review letter requiring such with the resubmittal.

C. Substitutions

1. **Substitutions** shall comply with the following requirements:

a. Manufacturers, model numbers and other pertinent information listed in the Specifications or on the Drawings are intended to establish minimum standards of performance, function and quality. Unless otherwise noted, the Contractor may submit equivalent compatible UL-listed equipment from other manufacturers for review, as long as the minimum standards are met.

b. Calculations and other detailed data indicating how the item was selected shall be included for items that are not specified. Data must be complete enough to permit detailed comparison of every significant feature, function, performance, and quality characteristic that is specified, scheduled or detailed. The comparison must prove that the substituted item equals or exceeds the requirements of the specified item.

c. The Contractor shall assume full responsibility that substituted items or procedures will meet the Specification and job requirements and shall be responsible for the cost of redesign and modifications to the work caused by these items.

d. At the Engineer's request, the Contractor shall furnish locations where equipment similar to the substituted equipment is installed and operating along with the user's phone numbers and contact person. Satisfactory operation and service history will be considered in the acceptance or rejection of the proposed substitution.

D. Record Drawings

1. **Record Drawings** shall comply with the following requirements:

a. At the beginning of the Project, one print of each applicable Drawing will be issued to the Contractor specifically for use in preparing Record Drawings. As the work progresses, the Contractor shall maintain a record of all deviations in the work from that indicated on the Drawings. Final locations of all underground work shall be recorded by depth from finished grade and by offset distance from permanent surface structures, e.g. building, curbs, walks. The original Drawings will be made available to the Contractor, from which he shall have made, a set of reproducible Drawings. The Contractor shall then transfer the changes, notations, etc. from the marked-up prints to the reproducible Drawings. The Record Drawings (marked-up prints and reproducibles) shall be submitted to the Engineer for review, after first securing the Inspector's verification by signature.

E. Operations and Maintenance Instructions

1. **Operations and Maintenance Instructions** shall comply with the following requirements:

a. Three copies of Operation and Maintenance Instructions and Wiring Diagrams for all equipment shall be submitted to the Engineer. All instructions shall be clearly identified by marking them with the same designation as the equipment item to which they apply (e.g. UPS-1). All Wiring Diagrams shall agree with reviewed Shop Drawings and indicate the exact field installation.

b. All instructions shall be submitted at the same time and shall be bound in a suitable binder with tabs dividing each type of equipment (e.g. MCC, UPS, etc.). Each binder shall be labeled indicating "Operating and Maintenance Instructions, Project Title, Contractor, Date" and shall have a Table of Contents listing all items included.

c. The Contractor shall verbally instruct the Owner's maintenance staff in the operation and maintenance of all equipment and systems. The Engineer's office shall be notified 48 hours prior to this meeting.

d. The Contractor shall prepare a letter indicating that all Operation and Maintenance Instructions (printed and verbal) have been given to the Owner, to the Owner's satisfaction. This letter shall be acknowledged (signed) by the Owner and submitted to the Engineer.

1.9 COORDINATION

A. See Specification Section 013113, PROJECT MANAGEMENT AND COORDINATION, for additional information and requirements.

B. Electrical Drawings are essentially diagrammatic, unless specifically dimensioned. Some work may be shown offset for clarity. The actual locations of all materials, conduits, fixtures, supports, etc. shall be carefully planned prior to installation of any work in order to avoid all interferences with each other, or with architectural, civil, mechanical, plumbing, structural or other elements.

C. While the size and location of equipment are shown to scale wherever possible, all dimensions and conduit/conductor data shall be verified in the field.

D. Where the work requires connections to be made to equipment furnished and set in place by others, the Contractor shall obtain exact rough-in dimensions from the manufacturer of such equipment and he shall install the connections in a neat and workmanlike manner.

E. If discrepancies are discovered between Drawings and Specifications requirements, the more stringent requirement shall apply.

F. All conflicts shall be called to the attention of the Architect and the Engineer prior to the installation of any work or the ordering of any equipment.

G. No work shall be prefabricated or installed prior to this coordination. No additional compensation will be considered to the Contractor for any prefabrication or installation performed prior to this coordination.

1.10 SCHEDULING

A. All work shall be scheduled subject to the review of the Architect, Engineer and the Owner. No work shall interfere with the operation of the existing facilities on or adjacent to the site. The Contractor shall have at all times, as conditions permit, a sufficient force of workmen and quantity of materials to install the work for which contracted, as rapidly as possible consistent with good work, and shall cause no delay to other Contractors engaged upon this project or to the Owner.

1.11 WARRANTY

A. See Specification Section 017836, WARRANTIES, for additional information and requirements.

B. Guarantee shall be in accordance with the General Conditions. These Specifications may extend the period of the guarantee for certain items. Where such extension are called for, or where items are normally provided with guarantee periods in excess of that called for in the General Conditions, the Certificate of Guarantee shall be furnished to the Owner through the Engineer.

C. Contractor shall deliver to the Owner a written guarantee on all workmanship, materials and equipment for a period of one (1) year from the date of acceptance by the Owner. Any work found to be faulty during that period of time shall be corrected at once, upon written notification, at the expense of the Contractor. This shall include repair or replacement of the premises that may be damaged as a result of faulty work and materials furnished.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be new unless otherwise noted.

B. Materials and equipment of a given type shall be by the same manufacturer.

C. Materials and equipment shall be covered or otherwise protected during construction as required to maintain the material and equipment in new factory condition until project acceptance. Upon completion of work and prior to final inspection, Contractor shall thoroughly clean all exposed fixtures, trim and equipment, and shall leave the entire installation in neat, clean, and useable condition. Materials and equipment shall be free of dents, scratches, marks, shipping tags, and all defacing features at time of project acceptance.

D. The Contractor shall order materials and equipment in a timely manner to prevent any delay in the construction schedule, and he shall bear any penalty by vendors to meet schedules.

E. Verify all dimensional information to ensure proper clearance for installation of equipment. Check all materials and equipment after arrival on the jobsite and verify compliance with the Contract Documents.

PART 3 - EXECUTION

3.1 DEMOLITION

A. The Contractor shall protect existing electrical equipment and installations that are not indicated to be removed. If damaged or disturbed in the course of the Work, remove damaged portions and install new products of equal capacity, quality, and functionality.

B. Exposed electrical equipment and installations, indicated to be demolished, shall be removed in their entirety.

C. Buried raceway and wiring, indicated to be abandoned in place, shall be cut 2 inches below the surface of adjacent construction and removed in its entirety. Raceways abandoned in place shall be capped and disturbed surfaces shall be patched to match existing finish.

D. Demolished material shall be removed from Project site.

E. Components indicated for relocation shall be removed, stored, cleaned, reinstalled, reconnected, and made operational.

3.2 CUTTING AND PATCHING

A. The Contractor shall perform all cutting and drilling, or other work, required to provide openings in walls, ceilings, floors, footings, foundations or other structures necessary to accomplish work under this Specification Division. The cutting shall be performed by skilled mechanics of the trades involved.

B. Cutting or coring shall not impair the strength of the structure. Any damage resulting from this work shall be repaired at the Contractor’s expense to the satisfaction of the Architect.

C. Wherever possible, work shall be done in a concealed and neat workmanlike manner requiring the least amount of cutting of studs, plates and woodwork. Such cutting or notching is allowed only after consultation with and by permission of the Engineer.

D. The Contractor shall repair and refinish disturbed finish materials and other surfaces to accurately match adjacent undisturbed new or existing structures and surfaces and shall install new fireproofing where existing fire-stopping has been disturbed. The repair and refinishing of materials and other surfaces shall be by skilled mechanics of the trades involved.

E. All cuts are to be clean with no chipping. Where chipping occurs as a result of work in a cut area, a new clean cut shall be made immediately prior to patching.

3.3 EXCAVATION AND BACKFILL

A. The Contractor shall provide excavation and backfilling required to complete work detailed in the Drawings and Specifications. Unless otherwise noted, minimum earth cover above top of conduit outside building walls shall be 24”, not including base and paving in paved areas.

B. The location of all underground facilities shall be verified with the Owner and utility companies prior to the commencement of any excavation.

C. The Contractor shall contact Underground Service Alert (USA), at 1-800-642-2444, ten (10) days prior to doing any excavation or trenching, and shall advise USA of the work schedule and comply with their requirements.

D. The Contractor shall notify the Owner 72 hours prior to any excavation.

E. Provide all shoring required by site conditions. Where over-excavation occurs, provide compacted sand backfill. Where groundwater is encountered, remove to keep excavation dry, using well points and pumps as required.

F. The conduit shall be laid on firm soil cut true and even to afford bearing for the full length of the barrel of the conduit.

G. When the bottom uncovered at sub-grade is soft and, in the opinion of the Engineer, cannot support the conduit, a further depth shall be excavated and refilled to conduit foundation grade as required by the Engineer.

H. Backfill (where concrete encasement is not required):

1. Material 3” below, 3” around, and to 6” above conduit shall be sand. Place carefully around and on top of conduit, taking care not to disturb conduit. Consolidate with vibrator.

2. Material from 6” Above Conduit to Grade shall be sandy or silty loam, free of lumps, laid in 6” layers, uniformly mixed to proper moisture and compacted to required density. If backfill is determined to be suitable and required compaction is demonstrated by laboratory test, water compaction in 6” layers may be used, subject to review by Engineer.

I. No excavation below the level of, or adjacent to, foundations of footings shall be made except in a manner approved by the Structural Engineer.

J. Compaction

1. Prior to compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

2. Under **Structures, Building Slabs, Walkways, and Steps**, compact top 6” of sub-grade and each layer of backfill or fill material at 92% maximum relative compaction. Compact upper 2’ of backfill in utility trenches or other excavations to 92% minimum relative compaction.

3. In **Lawns and Unpaved Areas**, compact top 6” of sub-grade material to 85% relative compaction.

4. Under **Pavement**, compact top 8” of sub-grade immediately beneath the base course at 95% minimum relative compaction.

3.4 SEISMIC ANCHORAGE AND BRACING

A. Equipment Anchorage

1. All electrical equipment and components shall be anchored and installed per the details on the DSA approved construction documents. Where no detail is indicated, the following components shall be anchored or braced to meet the force and displacements requirements prescribed in the 2022 CBC, Sections 1617A.1.18 through 1617A.1.26. and ASCE 7-16 Chapter 13, 26, and 30:

   a. All permanent equipment and components

   b. Temporary or movable equipment that is permanently attached (e.g. hard wired) to building utility electrical service.

   c. Movable equipment which is stationed in one place for more than 8 hours and heavier than 400 pounds are required to be anchored with temporary attachments.

2. The attachment of the following electrical components shall be positively attached to the structure, but need not be detailed on the plans. These components shall have flexible connections provided between the components and associated conduit.

   a. Components weighting less than 400 pounds and have a center of mass located 4 feet or less above the adjacent floor or roof level that directly support the components.

   b. Components weighting less than 20 pounds, or in the case of distributed systems, less than 5 pounds per foot, which are suspended from a roof or floor or hung from a wall.

      1) For those elements that do not require details on the approved drawings, the installation shall be subject to the approval of the Structural Engineer of Record and the DSA Structural Engineer. The project inspector will verify that all components and equipment have been anchored in accordance with above requirements.

3.5 CLEANING AND PROTECTION

A. The Contractor shall, progressively and at completion of the job, thoroughly clean all of his work including outlets, fittings, and devices, and inspect exposed finishes. The

Contractor shall remove all burrs, dirt, grease, paint spots, stains, labels, tags, rust, foreign material, and construction debris resulting from his work.

B. The Contractor shall protect equipment and installations and maintain conditions to ensure that coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

END OF SECTION 260100

SECTION 260500
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. See Section 260000

1.3 STANDARDS

A. NEMA 250 Standard for Enclosures for Electrical Equipment (1000 Volts Maximum)

PART 2 - PRODUCTS

2.1 CONCRETE PADS AND PULL BOXES

A. At the Contractor's option, he shall provide cast-in-place or pre-cast structures.

B. Concrete Forms and Reinforcement Materials shall be as specified in Division 03 Section "Cast-in-Place Concrete".

C. Concrete shall be 3500-psi, 28-day compressive strength as specified in Division 03 Section "Cast-in-Place concrete".

D. Weatherproof concrete pull boxes, junction boxes and telephone boxes shall be manufactured by Christy Concrete Products or equal. All boxes shall have lids marked "Power", "Signal", "Fiber Optic", "Danger-High Voltage", etc. and be traffic-rated per CalTrans drawing ES-8 minimum where pull box occurs in vehicular traffic areas.

2.2 RACEWAYS AND FITTINGS

A. Galvanized rigid steel conduit (GRC) shall meet ANSI C80.1, and be heavy wall, hot dipped galvanized inside and out, with threaded ends, for use with threaded type fittings.

B. Galvanized intermediate metallic conduit (IMC) shall meet ANSI C80.6, be zinc-coated steel and have threaded fittings.

C. Galvanized electrical metallic tubing (EMT) shall meet ANSI C80.3, and be continuous, seamless steel tubing, galvanized or sherardized on exterior, coated on interior with smooth hard finish of lacquer, varnish or enamel, with steel set-screw, steel compression or die-cast compression type fittings. Provide concrete-tight type compression fittings where required and rain-tight wet location listed compression fittings for outdoor locations.

D. Rigid non-metallic conduit (RNC) shall meet NEMA TC 2, be Schedule 40 PVC, suitable for 90°C, with solvent cemented type NEMA TC3 fittings.

E. Flexible metallic conduit (FMC) shall be single strip, continuous, flexible interlocked double-wrapped steel, hot dip galvanized inside and out forming smooth internal wiring channel, with steel, compression type fittings.

F. Liquid-tight flexible metallic conduit (LFMC) shall be same as FMC except with inert sunlight-resistant, mineral-oil-resistant watertight plastic outer jacket. Fittings shall be cast malleable iron body and gland nut, cadmium plated with one-piece brass grounding bushings threaded to interior of conduit. Spiral molded vinyl-sealing ring between gland nut and bushing and nylon-insulated throat.

G. All raceway fittings shall be specifically designed for the raceway type with which used.

2.3 SURFACE MOUNTED RACEWAY

A. Surface Mounted **Nonmetallic** Raceways and system components shall be composed of U.L. Listed materials and exhibit nonflammable self-extinguishing characteristics. Larger (2 and 3 channel non-metallic raceways) shall be UL Listed under File Nos. E90378 Guide RJTX and E90377 Guide RJYT, respectively. Raceways shall be tested to UL94V-0, or equivalent.

B. Surface Mounted **Nonmetallic** Raceway shall be a two-piece design with a base and snap-on cover(s). The raceway base shall accept either a single cover that spans the entire base or two individual covers which together cover the base and allow independent access to services.

C. Surface Mounted **Nonmetallic** Raceway shall be available with two or three wiring channels separated by integral barriers. One channel must be large enough to accept standard power and communication devices without restricting capacity of the adjacent channel. The raceway base and cover shall be manufactured of rigid PVC compound, available in ivory or white.

D. Device brackets shall be available for mounting standard devices in-line or offset from the raceway. A device bracket shall provide up to three single-gang openings at one location. Faceplates shall match raceway and fit flush in the device plate. They shall be manufactured of rigid PVC compound.

E. The raceway manufacturer will provide a complete line of connectivity outlets and modular inserts for UTP, STP (150 ohm), fiber optic, coaxial and other cabling types with faceplates and bezels to facilitate mounting. A complete line of preprinted station and port identification labels, snap-in icon buttons, as well as write-on station identification labels shall be available.

F. A complete line of full capacity corner elbows and tee fittings must be available to maintain a controlled 2" cable bend radius which meets the specifications for Fiber Optic and UTP/STP cabling and exceeds the TIA / EIA 569-A requirements for communications pathways. They shall be manufactured of a rigid PVC compound.

G. A full complement of fittings must be available including, but not limited to tees, entrance fittings, cover clips, and end caps. They shall be manufactured of a rigid PVC compound. The fittings shall have a matte texture, in ivory or white colors to match the base and cover. They shall overlap the cover and base to hide uneven cuts. All fittings shall be supplied with a base where applicable to eliminate mitering. Transition fittings shall be available to adapt to other raceways.

H. Surface Mounted **Nonmetallic** Raceway for new telephone and data drops shall be single-channel 800 Series by the Wiremold Company, or equal.

2.4 CONDUCTORS

A. All conductors shall be delivered to the site in their original unbroken packages, plainly marked or tagged with UL labels, size, type of wire, type of insulation, name of the manufacturing company and trade name of the wire.

B. All conductors shall be minimum of 98% conductivity soft drawn copper. Conductors #8 AWG and larger shall be stranded type “THHN/THWN”, 600 Volt insulation. Conductors #10 AWG and smaller shall be solid copper “THHN/THWN”, 600 Volt insulation.

C. Insulation shall be Thermoplastic Type rated at 75 degrees C. minimum.

2.5 PULL BOXES AND WIREWAYS

A. Pullboxes and Enclosures for outdoor use shall be NEMA 250, Type 3R or Type 4, unless otherwise noted.

B. Pullboxes and Enclosures for indoor use shall be NEMA 250, Type 1, unless otherwise noted.

C. Fabricated sheet steel pull boxes shall be installed only in dry, protected locations and shall be furnished with knockouts and removable screw cover. Box shall be finished with one coat of zinc chromate and a coat of primer sealer and where exposed to public view shall be painted to match the surrounding surface.

D. Weatherproof sheet steel pull boxes shall be fabricated of code gauge galvanized sheet steel with two coats of rust resistant finish and shall be furnished with gasket and made completely weathertight.

2.6 WIRING DEVICES AND MATERIALS

A. Outlet Boxes shall meet NEMA OS1 and be galvanized code gauge steel. Boxes exposed to weather or in wet locations shall be Type FD cast metal with external threaded hubs and gasketed cover and shall meet NEMA FB1.

B. Outlet box extensions shall be U.L. listed and shall be attached to box with threaded metal screws. “Flash Guards” are not permitted to be used as box extensions.

C. Approved manufacturers of metal boxes are Circle AW, Crouse-Hinds, Steel City or equal.

D. Receptacles:

1. Duplex Receptacles:

a. Duplex Receptacles shall be tamper-resistant, full gang size, polarized duplex, parallel blade, U-grounding slot, specification grade, rated at 20 amperes, 125 volts and designed for split feed service.

b. Receptacles served by normal power circuits shall be ivory, grey, white or brown, dependent upon room wall finish and as direct by Architect. Receptacles served by emergency power circuits shall be red.

c. Duplex receptacles shall be Hubbell HBL5362WTR series, or equivalent.

2. GFCI Receptacles:

a. GFCI receptacles shall be weather-resistant, tamper-resistant, duplex, feed-through type, with integral NEMA WD 6, Configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Units shall be designed for installation in a 2-3/4-inch deep outlet box without an adapter.

b. Duplex GFCI receptacles shall be Hubbell #GFTWRST20W series, or equivalent to match regular duplex receptacles.

3. Receptacles for Owner-furnished equipment shall match that equipment’s plug configuration.

4. Other Receptacles: Other receptacles shall match the plug configuration and ratings required for the utilization equipment that is served.

E. Device cover plates shall be provided and installed at all wiring devices, switches, outlets, and similar applications, and shall be as directed by architect. Pull boxes and junction boxes to which no fixture is to be attached shall be fitted with blank cover plates painted to match surrounding. All cover plates installed on rated walls shall be brushed stainless steel. Cover plates for receptacles in wet locations shall have an

enclosure that is weatherproof whether or not the attachment plug cap is inserted and shall be identified as “extra-duty”. Cover plates installed at switches used for lighting control in all multiple occupant restrooms, all hallways and corridors, and in other locations where lockable cover plates are indicated on the Drawings shall be the dustproof locking stainless steel cover Legrand model WP26-L.

2.7 SUPPORTING DEVICES

A. Supporting devices shall be constructed of cold-formed steel, with a corrosion-resistant coating acceptable to authorities having jurisdiction.

B. Metal items for use outdoors or in damp locations shall be hot-dipped galvanized steel.

C. Slotted-steel channel supports shall have flanged edges turned toward the web, and 9/16-inch diameter slotted holes at a maximum of 2 inches on center, in the web.

1. Channel thickness shall be selected to suit structural loading.

2. Fittings and accessories shall be products of the same manufacturer as the channel supports.

D. Raceway and cable supports shall be manufactured clevis hangers, riser clamps, straps, threaded C-clamps with retainers, ceiling trapeze hangers, wall brackets, and spring-steel clamps or click-type hangers.

E. Pipe sleeves shall be ASTM A 53, Type E, Grade A, Schedule 40, galvanized steel, with plain ends.

F. Cable supports for vertical conduit shall be a factory-fabricated assembly consisting of threaded body and insulating wedging plug for non-armored electrical cables in riser conduits. Plugs shall have number and size of conductor gripping holes as required to suit individual risers. Body shall be constructed of malleable-iron casting with hot-dip galvanized finish.

2.8 ELECTRICAL IDENTIFICATION

A. Identification devices shall be a single type of product for each application category. Colors shall be as prescribed by ANSI A13.1, CEC, and these Specifications.

B. Raceway and cable labels shall comply with ANSI A13.1, Table 3, for minimum size of letters for legend and minimum length of color field for each raceway and cable size.

1. Pre-tensioned, wraparound plastic sleeves shall be a flexible, preprinted, color-coded, acrylic band sized to suit the diameter of the item it identifies.

2. Preprinted, flexible, self-adhesive, vinyl labels shall have a legend, over-laminated with a clear, weather- and chemical-resistant coating.

3. Color shall be black letters on orange background.

4. Legend shall indicate voltage.

C. Self-adhesive colored marking tape for raceways, wires and cables shall be vinyl tape, not less than 1 inch wide by 3 mils thick.

D. Underground Warning Tape shall be vinyl tape, compounded for permanent direct-burial service, not less than 6 inches wide by 4 mils thick, embedded with a continuous metallic strip or core, brightly-colored, continuously-printed with a legend that indicates the type of underground line.

E. Tape markers for wire shall be vinyl or vinyl-cloth, self-adhesive, wraparound type with preprinted numbers and letters.

F. Color-coding cable ties shall be made of Type 6/6 nylon, be self-locking type and of colors to suit coding scheme.

G. Engraved plastic labels, signs and instruction plates shall be made from black (or red as noted) Bakelite laminate engraving stock with a white core, punched or drilled for mechanical fasteners. It shall have a minimum thickness of 1/16-inch for signs up to 20 sq. in. and a minimum thickness of 1/8-inch for larger sizes.

H. Interior Warning and Caution signs shall comply with 29 CFR, Chapter XVII, Part 1910.145 and shall be preprinted, aluminum, baked-enamel-finish signs, punched or drilled for mechanical fasteners, with colors, legend, and size appropriate to the application.

I. Exterior Warning and Caution signs shall comply with 29 CFR, Chapter XVII, Part 1910.145 and shall be weather-resistant, non-fading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch, galvanized-steel backing, with colors, legend, and size appropriate to the application. They shall be equipped with 1/4-inch grommets in each corner for mounting.

J. Fasteners for nameplates and signs shall be self-tapping, stainless-steel screws or No. 10/32 stainless-steel machine screws with nuts and flat and lock washers.

K. Circuit Identification – A typewritten circuit directory shall be provided at each panelboard and switchboard in accordance with CEC Article 408.4(A). The Contractor shall develop and prepare the circuit identification description based on the as-built condition.

2.9 TOUCHUP PAINT

A. Touch-up paint shall be equipment manufacturer’s paint selected to match installed equipment finish.

B. Touch-up paint on galvanized surfaces shall be zinc-rich paint recommended by item manufacturer.

PART 3 - EXECUTION

3.1 ELECTRICAL INSTALLATION

A. All material, equipment, devices, etc., shall be installed in accordance with the recommendations of the manufacturer of the particular item. The Contractor shall be responsible for all installations contrary to the manufacturer's recommendations. The Contractor shall make all necessary changes and revisions to achieve such compliance. Manufacturer's installation instructions shall be delivered to and maintained at the job site throughout the construction of the project.

B. The layout and installation of electrical work shall be coordinated with the overall construction schedule to prevent delay in completion of the project.

C. Dimensions and information regarding accurate locations of equipment and structural limitations and finish shall be verified with other sections.

D. The drawings do not show all raceway, wiring, offsets, bends, special fittings, junction or pull boxes necessary to meet job conditions. Items not shown as indicated, where are clearly necessary for proper operation or installation of systems shown, shall be provided as required, at no increase in contract price.

E. Materials and Components shall be installed level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.

F. Electrical equipment, outlets, junctions and pull boxes shall be installed in accessible locations, avoiding obstructions, preserving maximum headroom, and keeping openings and passageways clear.

G. Equipment shall be installed to facilitate service, maintenance, and repair or replacement of components. It shall be connected for ease of disconnecting, with minimum interference with other installations. Minor adjustments in the locations of equipment shall be made where necessary providing such adjustments do not adversely affect function of the equipment. Major adjustments for the location of equipment shall be previously approved and detailed on the Record Drawings.

H. Right of Way shall be given to raceways and piping systems installed at a required slope.

3.2 PRECAST CONCRETE PULL BOXES

A. Contractor shall provide a minimum of 3-6" of sand base material suitable to receive the pullbox or manhole. The base material shall be compacted and graded level at

proper elevation to receive the pullbox in relation to the conduit grade or ground cover requirements as designated in the plans.

B. Sealants used between the joints of the pullbox are at the Contractor's discretion unless otherwise specified. If grout is used, it should consist of two parts plaster sand to one part cement with sufficient water added to make the grout flow under its own weight. The grout should be poured into a water soaked groove and filled to the top of the groove unless a double amount is to be used as a further precaution against leakage. In this case, the mastic sealant should be placed on the two shoulders of the groove. The next section of pullbox or manhole should be placed while the foaming action is in process. Contractor shall verify grades with the Engineer and shall set holes and boxes level at proper grades.

C. All conduits penetrating the pull box shall have seals to prevent water from entering the raceway.

3.3 RACEWAY APPLICATION

A. Wiremold 800 Series wiremold surface non-metallic raceway shall be used within classrooms for new telephone and data drops.

B. A complete system of surface non-metallic raceways including all fittings and covers shall be installed as required to continuously route raceways around corners, transition between and route down walls, and provide all device terminations. Retaining clips shall be installed such that wiring and cabling shall be retained within the raceway when the cover is removed. All raceway fittings shall be specifically designed for the raceway type with which used. Raceways shall be listed by Underwriters Laboratories Inc.

C. Galvanized Rigid Steel Conduit (GRC) **may** be used in all locations. Where installed in direct contact with earth, conduit shall be wrapped with two layers of half-lapped 10-mil PVC tape for a total thickness of 40-mil or have a factory applied 40-mil PVC coating.

D. Galvanized Rigid Steel Conduit (GRC) **shall** be used where exposed to physical damage, indoors where exposed to moisture, in exposed outdoor installations, in systems higher than 600 volts, and where required by code.

E. Galvanized Intermediate Metallic Conduit (IMC) **may** be used in indoor locations not in direct contact with earth.

F. Galvanized Electrical Metallic Tubing (EMT) may be used in dry indoor locations according to the following criteria:

1. It is not subject to physical damage.

2. It is not in direct contact with earth.

3. It is not in concrete slabs.

4. It is not in a hazardous area.

G. Rigid Non-Metallic Conduit (RNC) Schedule 40 PVC **may** be used underground or below concrete slabs on grade. Rigid Non-Metallic Conduit (RNC) Schedule 80 PVC **may** be used to pass through concrete slabs. Rigid Non-Metallic Conduit (RNC) **may** be used in compliance with utility company requirements for utility service conduits. Rigid Non-Metallic Conduit (RNC) **shall not** be installed above grade or above finished floor level.

H. Liquid-tight Flexible Metallic Conduit (LFMC) **may** be used in all locations to make final connections to motors, transformers, or other mechanical equipment (not to exceed 24 inches in length) or lighting fixtures (not to exceed 72 inches in length). Where specifically approved by the Engineer, LFMC may be used to facilitate wiring in tight locations or in other conditions that make the use of other conduit impracticable.

I. Flexible Metallic Conduit (FMC) **may** be used in dry locations to make final connections to motors, transformers, or other mechanical equipment (not to exceed 24 inches in length) or lighting fixtures (not to exceed 72 inches in length). Where specifically approved by the Engineer, FMC may be used to facilitate wiring in tight locations or in other conditions that make the use of other conduit impracticable.

3.4 RACEWAY INSTALLATION

A. General

1. Expansion joints shall be provided at building expansion joints or as required due to length of run or difference in temperatures.

2. All fittings that are exposed or in damp areas shall have sealing glands and proper gasket.

3. In general, all conduits shall be sloping to drain. Bends that place a trap in a conduit shall be avoided. Provided drip fitting as required. Dux-Seal high ends of all underground raceways.

4. All conduit runs shall be mechanically and electrically continuous from outlet to outlet. Conduit size or type shall not be changed between outlets.

5. All empty raceways shall be equipped with pull lines, capped and labeled. Pull lines shall be 3/16” polypropylene, No. 14 AWG zinc-coated steel or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 24 inches of slack with identification tag at each end of the pull wire.

6. Minimum size of any conduit for lighting, power and signal shall be ¾” conduit unless shown otherwise.

7. Use temporary raceway caps to prevent foreign matter from entering. Immediately prior to installation of conductors, conduit shall be blown and swept free of foreign materials. All conduit stubs for future, both above and below

grade, shall be capped. Run conduits for spare panelboard circuits to attic or accessible spaces.

8. Make conduit bends and offsets so ID is not reduced. Keep legs of bends in the same plane and straight legs of offsets parallel, unless otherwise indicated.

9. Make bends in exposed parallel or banked runs from same centerline to make bends parallel. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for exposed parallel raceways.

10. There shall be no more than the equivalent of four quarter bends (360-degrees total) between pull points such as pull boxes, outlet boxes or conduit bodies, in one run of conduit.

11. Install raceways and cables at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.

12. Conduits shall be securely fastened to building structure at intervals not greater than ten feet.

13. Conduit shall be square cut and reamed if required to full size, with thread full cut and true.

14. Conduits shall be jointed by approved couplings with ends of conduits tightly butted. Non-insulating compound shall be used in making up joints below grade or inside on grade to insure a watertight system.

15. Conduit connections to outlet boxes or cabinets shall be made with approved connectors, using locknuts and insulated throat bushings.

16. Complete raceway installation before starting conductor installation.

17. Contractor shall provide rubber grommets to fasten galvanized conduit to exterior structures made of dissimilar metals at all exterior locations to prevent galvanic corrosion.

18. Contractor shall provide rubber grommets to fasten galvanized conduit to supports which are also used by other systems utilizing piping of dissimilar metals to prevent galvanic corrosion.

B. Interior

1. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.

2. All concealed conduits shall be installed in as direct a line as possible between outlets. No more than four quarter bends, or their equivalent, will be allowed between outlets. Feeder conduits shall follow arrangement shown on plans unless a change is authorized. Branch circuit conduits shall, in general, follow arrangement as shown as far as structural conditions permit. All exposed runs

shall parallel buildings, walls, or partitions, and be supported on Kindorf Hangerto meet Title 24, Part 3, CEC.

C. Exterior

1. Exterior conduit including the sweep below grade and the vertical riser shall be galvanized rigid steel conduit, except where rigid non-metallic conduit is required for utility service conduits by the serving utility company.

2. No rigid non-metallic conduit (RNC) shall be installed above grade.

D. Underground

1. Two or more power **or** telecommunications conduit runs installed in a common trench shall be separated horizontally by a minimum of four inches (4”).

2. Two or more power **and** telecommunications conduit runs installed in a common trench shall be separated horizontally by a minimum of twelve inches (12”).

3. **All** electrical conduit runs installed in a common trench with other utility company lines, plumbing pipes, or heating pipes shall be separated horizontally from such lines by a minimum of twelve inches (12”).

4. Conduits installed underground and not under buildings shall have a minimum of 24” of cover over the top of the conduit.

5. Rigid non-metallic conduit shall be laid on excavated firm bed, sealed watertight and unless with 24 inch earth cover, shall have 3 inch minimum concrete encasement unless under concrete. Plastic conduit without encasement shall be random lay, “snaked”, not pulled tight. Plastic conduit laid in areas of reinforcing steel shall be supported independently at each threaded fitting. Plastic conduit joints shall be full solvent welded.

6. Rigid non-metallic conduit installed underground and not below a building slab shall have a galvanized rigid steel long radius elbow installed at the terminating end where the transition from horizontal to vertical occurs.

E. Signal Systems

1. Install telephone and signal system raceways in maximum lengths of 150 feet and with a maximum of two 90-degree bends or equivalent.

2. Separate lengths with pull or junction boxes where necessary to comply with these requirements.

F. Flexible Conduit

1. LFMC or FMC shall be used to connect motors and equipment subject to vibration, noise transmission, or movement to junction boxes, with a maximum length of 24-inches.

2. Install separate ground conductor across flexible connections.

3. Flexible conduits shall be independently suspended.

3.5 SURFACE MOUNTED RACEWAY INSTALLATION

A. Surface Mounted Raceways shall be used to provide raceway systems for data, network voice, other low-voltage wiring.

B. Surface Mounted Raceways shall be used only in dry interior locations, as allowed in Article 388 (Surface Nonmetallic Raceways) of the California Electrical Code.

3.6 CONDUCTOR APPLICATION

A. Feeders and branch circuits shall be Type THHN/THWN insulated conductors in raceway.

B. Underground feeders and branch circuits shall be Type THWN or single-wire, Type UF insulated conductors in raceway.

C. Branch circuits for other than lighting circuits shall be Type THW or THHN/THWN insulated conductors in raceway. Lighting branch circuits shall be Type THW or THHN/THWN insulated conductors in raceway where exposed and may be metal-clad cable where concealed in ceilings and gypsum board partitions.

D. Minimum conductor size shall be #12 for power and lighting, #14 for 120V control circuits and #18 for 24V control circuits.

E. Remote control, signaling and power-limited circuits shall be Type THHN/THWN insulated conductors in raceway for Classes 1, 2, and 3, unless otherwise indicated.

3.7 CONDUCTOR INSTALLATION

A. Conductors shall be continuous from outlet to outlet, no splices shall be made except within outlet or junction boxes.

B. Wiring at outlets shall be installed with at least 12 inches of slack conductor at each outlet.

C. Outlet and component connections shall be made to wiring systems and to ground. Electrical connectors and terminals shall be tightened according to manufacturer's published torque-tightening values. Torque values specified in UL 486A shall be used where manufacturer's torque values are not indicated.

D. Wire in panels, cabinets, pull boxes, and wiring gutters shall be squared, labeled, and neatly grouped with cable ties and fanned out to the terminals.

E. All branch circuits, fixture wiring joints, splices, and taps for conductors #10 and smaller shall be made with 3M “Scotchlock” connectors, or approved equal.

F. All branch circuits, fixture wiring joints, splices, and taps for conductors #8 and larger shall be made with two-bolt type solderless connectors or T & B “color keyed” compression lugs.

G. Bolt-type solderless connectors shall be torqued with a torque wrench according to the manufacturer’s recommendations, and then retightened after 24-48 hours before taping. Owners’ inspector shall be informed of this procedure during the waiting period and shall witness the act of retightening.

H. Connectors and lugs for terminating stranded conductors #8 and larger shall be machine crimp compression type.

I. All splices shall be taped with Scotch #88 plastic electrical tape with “Scotch Fill” where necessary for a smooth joint. Scotch #27 or #2520 shall be used for other than normal temperatures or conditions. All connections and splices shall be electrically perfect and in strict accordance with all code requirements.

J. No splices shall be made below grade in a manhole or pullholes without Engineer’s written approval, and then shall be encapsulated with 3M potting kits per 3M Specifications. For larger gauge wire where 3M potting kits are prohibited Contractor shall use submersible UL listed Polaris connectors by NSi.

3.8 PULL BOXES AND WIREWAYS:

A. Boxes shall be installed square and plumb. An engraved nameplate shall be installed on each box indicating its function. Nameplate shall be installed on the exterior of each box in unfinished areas and on the interior of each box in finished areas.

B. Wireways shall be installed with strip-type connectors with self-retained mounting screws. Hangers with two piece, hook together features shall be used to permit preassembly of wireway and hanger bottom plate before hanging on a preinstalled upper bracket.

C. Pull and junction boxes shall be installed as shown to ease the pulling of wire and to comply with CEC requirements.

3.9 WIRING DEVICES AND MATERIALS

A. Outlets shall be mounted at 18” minimum above finished floor unless otherwise noted.

B. The locations of outlets shown on drawings shall be located with respect to work of others and to be symmetrical with room layout.

C. Outlets in architectural patterned surfaces such as tile and finish panels shall be centered on intersections of four panels or in exact center of panels, unless otherwise shown on architectural plans or directed by Architect.

D. Outlet boxes for concealed work shall be one-piece steel knock out type with zinc coating. Boxes shall not be smaller than 4" square nominal size, unless otherwise indicated. Extension rings, plaster rings, and covers shall be provided as necessary for flush finish.

E. The Contractor shall inform himself of wall thickness throughout the building and shall provide outlet boxes of suitable depth that can be flush mounted and yet will be deep enough to contain the particular apparatus involved. Location of exposed pull or junction boxes will be subject to the Architect's approval.

F. Outlet boxes on opposite sides of walls shall not be placed back-to-back, nor shall "through" boxes be employed (except where specifically permitted on the drawings by note).

G. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs complemented by expansion shields to concrete and masonry.

H. All outlet boxes and particularly those supporting fixtures shall be securely anchored in place in an approved manner. Support outlet boxes and fixtures in acoustic ceiling areas from building structures, not from acoustic ceilings. All lighting fixture outlets shall be coordinated with mechanical, architectural, or other equipment to eliminate conflicts and provide a workable, neat installation.

I. Approved knock out holes shall be provided. Outlet boxes from which light fixtures will be suspended shall be equipped with 3/8" fixture studs fastened through from back of box.

J. Surface boxes of the cast metal threaded hub type with suitable gasketed covers shall be used for exposed conduit runs less than 5' above a finished floor or where waterproof boxes are required.

K. Boxes shall be sized for number of conductors entering box.

L. Wiring devices shall be securely fastened to the outlet box. Where the outlet box covers are back from the finished walls, the device shall be built out with washers so that it is rigidly held in place to the box. Metal extenders shall be provided in flammable construction per CEC.

M. All device screw slots shall be left in a vertical orientation.

N. Connect wiring device grounding terminal to branch-circuit equipment grounding conductor and to outlet box with bonding jumper.

O. Connect ground terminal of isolated-ground receptacles to isolated-ground conductor routed to designated isolated equipment ground terminal of electrical system.

3.10 SUPPORTING DEVICE APPLICATION

A. Hot-dip galvanized materials or nonmetallic channel and angle system components shall be used in damp locations and outdoors.

B. Steel materials shall be used in dry locations.

C. Support clamps for PVC raceways shall be click-type clamp system.

D. Strength of supports shall be adequate to carry present and future loads, times a safety factor of at least four with a minimum of 200-lb design load.

3.11 SUPPORT INSTALLATION

A. Install support devices to securely and permanently fasten and support electrical components.

B. Install individual and multiple raceway hangers and riser clamps to support raceways. Provide U-bolts, clamps, attachments, and other hardware necessary for hanger assemblies and for securing hanger rods and conduits.

C. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.

D. Size supports for multiple raceway installations so capacity can be increased by a 25 percent minimum in the future.

E. Support individual horizontal raceways with separate, malleable-iron pipe hangers or clamps.

F. Install 1/4-inch diameter or larger threaded steel hanger rods, unless otherwise indicated.

G. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

H. Arrange supports in vertical runs so the weight of raceways and enclosed conductors is carried entirely by raceway supports, with no weight load on raceway terminals.

I. Simultaneously install vertical conductor supports with conductors.

J. Separately support cast boxes that are threaded to raceways and used for fixture support. Support sheet-metal boxes directly from the building structure or by bar hangers. If bar hangers are used, attach bar to raceways on opposite sides of the box and support the raceway with an approved fastener not more than 24 inches from the box.

K. Install metal channel racks for mounting cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices unless components are mounted directly to structural elements of adequate strength.

L. Install sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other fire-rated floor and wall assemblies. Install sleeves during erection of concrete and masonry walls.

M. Securely fasten electrical items and their supports to the building structure, according to the following criteria, unless otherwise noted:

1. Wood – wood screws or screw-type nails.

2. Masonry – toggle bolts on hollow masonry units, expansion bolts on solid masonry units.

3. New Concrete – concrete inserts with machine screws and bolts.

4. Existing Concrete – expansion bolts.

5. Steel – welded threaded studs or spring-tension clamps on steel. Field welding shall comply with AWS D1.1. Welding to steel structure may be used only for threaded studs, not for conduits, pipe straps, or other items.

6. Light Steel – sheet-metal screws.

7. Fasteners shall be selected so the load applied to each fastener does not exceed 25 percent of its proof-test load.

3.12 ELECTRICAL IDENTIFICATION

A. Each conductor of every system shall be permanently tagged in each panelboard, pull box, J-box, etc., in compliance with the Occupational Safety and Health Administration (OSHA).

B. Brady labels shall be used to identify terminals and destination of feeders, branch circuits, signal and control circuits, etc., at all terminations, junction boxes and pull boxes, and shall be coordinated with the nameplates in all boxes and equipment.

C. All terminals in the switchboards, panels, relays, switches, devices, starter terminals, etc., shall have Brady labels for identification to identify both ends of all wiring.

D. The Contractor shall furnish and install 1” x 3” x 3/32” thick laminated black Bakelite nameplates with a white core (unless specifically shown as red) engraved to produce white letters on black background for all items of electrical equipment, including 2-pole and 3-pole circuit breakers, panelboards, starters, relays, time switches and disconnect switches.

E. All devices shall have their branch circuit identified on the back side of device plate with a permanent type black marker, i.e. CT A-21. Identify panelboard and circuit number from which receptacles are served. Use machine-printed, pressure-sensitive, abrasion-resistant label tape on face of plate and durable wire markers or tags within outlet boxes.

F. Coordinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent designations throughout Project.

G. Panels having single-pole circuit breakers shall be provided with typed schedules mounted in welded metal holders behind plastic.

H. Clean surfaces that are to receive self-adhesive identification products before applying.

I. Where three or more switches are ganged, and elsewhere as indicated, identify each switch with approved legend engraved on wall plate.

J. Identify raceways and cables with color banding as follows:

1. Bands: Pretensioned, snap-around, colored plastic sleeves or colored adhesive marking tape. Make each color band 2 inches wide, completely encircling conduit, and place adjacent bands of two-color markings in contact, side by side.

2. Band Locations: At changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

3. Colors: As follows:

a. Fire Alarm System: Red.

b. Security System: Blue and yellow.

c. Telecommunication System: Green and yellow.

K. Tag and label circuits designated to be extended in the future. Identify source and circuit numbers in each cabinet, pull and junction box, and outlet box. Color-coding may be used for voltage and phase identification.

L. Install continuous underground plastic markers during trench backfilling, for exterior underground power, control, signal, and communication lines located directly above power and communication lines. Locate 6 to 8 inches below finished grade. If width of multiple lines installed in a common trench or concrete envelope does not exceed 16 inches, overall, use a single line marker.

M. All power conductors shall be identified in accordance with the following schedule:

1. 120/208V, 3 Phase, 4 Wire System.
   a. Phase A: Black.
   b. Phase B: Red.
   c. Phase C: Blue.
   d. Neutral: White.
   e. Ground: Green
2. 120/240V, 3 Phase, 4 Wire System.
   a. Phase A: Black.
   b. Phase B (Stinger): Orange.
   c. Phase C: Blue.
   d. Neutral: White
   e. Ground: Green
3. 277/480V, 3 Phase, 4 Wire System.
   a. Phase A: Brown.
   b. Phase B: Orange.
   c. Phase C: Yellow.
   d. Neutral: White with a colored stripe or gray.
   e. Ground: Green.
4. Isolated ground conductor shall be green with a yellow stripe.
5. Clock wiring shall be 4 #14 TW or THWN, color coded as follows:

a.	Hot circuit	Black
b.	Correction circuit	Red
c.	Neutral	White
d.	Ground	Green

N. Install warning, caution, and instruction signs where required to comply with 29 CFR, Chapter XVII, Part 1910.145, and where needed to ensure safe operation and maintenance of electrical systems and of items to which they connect. Install engraved plastic-laminated instruction signs with approved legend where instructions are needed for system or equipment operation. Install metal-backed butyrate signs for outdoor items.

O. Install engraved-laminated emergency-operating signs with white letters on red background with minimum 3/8-inch high lettering for emergency instructions on power transfer, load shedding, and other emergency operations.

3.13 FIRESTOPPING

A. Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration, either before, during, or after the fire. The fire **and** temperature ratings of the penetration assembly shall be at least that of the floor, wall, or ceiling into which it is installed so that the original fire rating of the floor or wall is maintained as required by Article 300.21 of the California Electrical Code (CEC).

B. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs and similar structures. Where applicable, provide 3M fire barrier sealing penetration system, and/or Thomas and Bett Flame Safe Fire Stop System, and/or Chase Foam fire stop system, including wall wrap, partitions, caps and other accessories as required. All manufacturers' instructions and recommendations for installation of sealing fittings and barrier sealing systems.

C. The Contractor shall repair and refinish disturbed finish materials and other surfaces to match adjacent undisturbed new structures, surfaces and shall install new fireproofing where existing firestopping has been disturbed. The repair and refinishing of materials and other surfaces shall be by skilled mechanics of the trades involved.

3.14 REFINISHING AND TOUCHUP PAINTING

A. The Contractor shall clean damaged and disturbed areas and apply primer, intermediate, and finish coats to suit the degree of damage at each location. He shall follow paint manufacturer's written instructions for surface preparation and for timing and application of successive coats.

B. Damage to galvanized finishes shall be repaired with zinc-rich paint recommended by manufacturer.

C. Damage to PVC or paint finishes shall be repaired with matching touchup coating recommended by manufacturer.

3.15 SYSTEM TESTING AND STARTUP

A. Refer to Specification Section 26 95 00 "Electrical Acceptance Tests" for minimum required systems testing and startup.

END OF SECTION 260500

SECTION 260526
GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 SUMMARY

A. This Section includes grounding of electrical systems and equipment and basic requirements for grounding for protection of life, equipment, circuits, and systems. Grounding requirements specified in this Section may be supplemented in other Sections of these Specifications.

1.3 SUBMITTALS

A. Submittals for this Section shall be made according to the Conditions of the Contract, Division 01 Specification Sections and Specification Section 260100.

B. Product Data for grounding rods, connectors and connection materials, and grounding fittings.

C. Qualification data for firms specified in "Quality Assurance" Article to demonstrate their capabilities and experience.

D. Field tests and observation reports certified by the testing organization and indicating and interpreting the test reports for compliance with performance requirements.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7, or a full member company of the InterNational Electrical Testing Association (NETA).

1. Testing Agency Field Supervision: Use persons currently certified by NETA or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

B. Comply with UL 467.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Chance: A. B. Chance Co.
2. Erico Inc.; Electrical Products Group.
3. Galvan Industries, Inc.
4. Lyncole XIT Grounding.
5. Raco, Inc.
6. Thomas & Betts, Electrical.

2.2 GROUNDING AND BONDING PRODUCTS

A. Where types, sizes, ratings, and quantities indicated are in excess of California Electrical Code (CEC) requirements, the more stringent requirements and the greater size, rating, and quantity indications govern.

2.3 WIRE AND CABLE GROUNDING CONDUCTORS

A. Conform to CEC Table 8, except as otherwise indicated, for conductor properties, including stranding.

1. Material: Copper.

B. Equipment Grounding Conductors: Insulated with green color insulation.

C. Grounding-Electrode Conductors: Stranded cable.

D. Isolated Grounding Conductors: Insulated with green color, yellow striping insulation.

E. Bare Copper Conductors: Conform to the following:

1. Solid Conductors: ASTM B 3.
2. Assembly of Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.

2.4 MISCELLANEOUS CONDUCTORS

A. Grounding Bus: Bare, annealed-copper bars of rectangular cross section.

B. Braided Bonding Jumpers: Copper tape, braided No. 30 AWG bare copper wire, terminated with copper ferrules.

C. Bonding Straps: Soft copper, 0.05 inch thick and 2 inches wide, except as indicated.

2.5 CONNECTOR PRODUCTS

A. Grounding connections shall be exothermic welded, bolted clamp terminal, or pressure connector type.

B. Exothermic-Welded Connections shall be provided in kit form and selected per manufacturer's written instructions for specific types, sizes, and combinations of conductors and connected items.

C. Bolted Clamp connectors shall be heavy-duty type.

D. Pressure connectors shall be high-conductivity-plated units.

2.6 GROUNDING ELECTRODES AND TEST WELLS

A. Grounding Rods shall be sectional type; copper-clad steel.

1. Size: 3/4 inch by 120 inches.

B. Plate Electrodes shall be copper, square or rectangular shape. Minimum 0.10 inch thick, size as indicated.

C. Test Wells shall consist of a Christy Concrete Products F8 Box, or equal.

PART 3 - EXECUTION

3.1 GENERAL

A. The conduit system, supports, cabinets, switchboards, etc., and neutral conductors must be permanently and effectively grounded by means of approved ground clamps, in accordance with Title 24 of the California Code of Regulations. The neutral shall only be grounded at the main service location unless specifically noted otherwise on the drawings or required by the California Electrical Code.

B. This Contractor shall exercise every precaution to obtain good contacts at all panel boxes, pull boxes, etc. Where it is not possible to obtain good contacts, the conduits shall be bonded around the boxes with a #6 AWG gauge, THWN wire with ground clamps.

C. Where there is more than one building supplied from a common service, provide a grounding electrode system at each building per CEC 250.50 and connect per CEC 250.32(B)(1).

3.2 APPLICATION

A. General

1. All equipment cases, motor frames, etc. shall be completely grounded to satisfy applicable code requirements.

2. The interior hot and cold water piping and the interior above ground gas piping shall be bonded to the building service equipment per CEC 250.104.

3. Do not use underground gas piping as a grounding electrode.

B. Equipment Grounding Conductor

1. Pull an Equipment Grounding Conductor, insulated green, in **ALL** conduits, both metallic and non-metallic, unless they are designated for telephone or data cables.

2. Feeders and branch circuits shall be provided with an insulated grounding conductor run with the circuit conductors. This grounding conductor shall be in addition to the ground path provided by the continuously grounded metallic raceway system that encloses the phase and neutral conductors.

3. Comply with CEC Article 250 for types, sizes, and quantities of Equipment Grounding Conductors, except where specific types, larger sizes, or more conductors than required by CEC are indicated.

4. Install separate Equipment Grounding Conductor in branch circuit runs from computer area power panels or power-distribution units.

3.3 INSTALLATION

A. General: Ground electrical systems and equipment according to CEC requirements, except where Drawings or Specifications exceed CEC requirements.

B. Grounding Rods: Locate a minimum of 1-rod length from each other and at least the same distance from any other grounding electrode.

1. Drive until tops are 2 inches below finished floor or final grade, except as otherwise indicated.

2. Interconnect with grounding-electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make these connections without damaging copper coating or exposing steel.

C. Grounding Conductors: Route along the shortest and straightest paths possible, except as otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

D. Underground Grounding Conductors: Use bare copper wire. Bury at least 24 inches below grade.

E. Metal Water Service Pipe: Provide insulated copper grounding conductors, sized as indicated, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes by grounding-clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Do not install a grounding jumper across dielectric fittings. Bond grounding-conductor conduit to conductor at each end.

F. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding-clamp connectors.

G. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps.

H. Test Wells: One for each driven grounding electrode, except as otherwise indicated. Set top of well flush with finished grade or floor. Fill with 1-inch- maximum-size crushed stone or gravel.

3.4 CONNECTIONS

A. General: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.

1. Use electroplated or hot-tin-coated materials to assure high conductivity and to make contact points closer in order of galvanic series.

2. Make connections with clean, bare metal at points of contact.

3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.

4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.

5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.

C. Equipment Grounding-Wire Terminations: For No. 8 AWG and larger, use pressure-type grounding lugs. No. 10 AWG and smaller grounding conductors may be terminated with winged pressure-type connectors.

D. Non-contact Metal Raceway Terminations: Where metallic raceways or metallic sheathed cables terminate at metal housings without mechanical and electrical connection to the housing, terminate each metallic raceway or metallic sheathed cable

with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically non-continuous conduits or sheathed cables at both entrances and exits with grounding bushings and bare grounding conductors, except as otherwise indicated.

E. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and grounding rods.

F. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. Where these requirements are not available, use those specified in UL 486A and UL 486B.

G. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by manufacturer of connectors. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.

H. Moisture Protection: Where insulated grounding conductors are connected to grounding rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.5 FIELD QUALITY CONTROL

A. Refer to Specification Section 269500 “Electrical Acceptance Tests” for minimum required testing of Grounding System.

3.6 ADJUSTING AND CLEANING

A. Restore surface features, including vegetation, at areas disturbed by work of this Section. Reestablish original grades, except as otherwise indicated. Where sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying, and other activities to their original condition. Include topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Maintain restored surfaces. Restore disturbed paving as indicated.

END OF SECTION 260526

SECTION 269500
ELECTRICAL ACCEPTANCE TESTS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section defines the Electrical Acceptance Tests and checks that shall be made on all electrical equipment and wiring to ensure compliance with all applicable Codes and Standards, and with the requirements of the Contract Documents.

B. All electrical equipment testing and related costs shall be included in the Contractor's bid.

1.2 GENERAL REQUIREMENTS

A. The Contractor shall test equipment of all kinds installed on this project to determine whether it fulfills the requirements of these Specifications. The Contractor shall furnish all labor necessary to adjust the operation of the apparatus and make the connections for the tests. After the tests have been completed, the Contractor shall restore all connections, apparatus, etc., to their original condition.

B. The Contractor shall retain the services of a qualified Independent Testing Agency holding a valid current C-10 License to perform **certain** tests and prepare reports, as enumerated in the following Articles. The Independent Testing Agency shall be a company that specializes in electrical equipment testing and shall be NETA or NICET certified.

C. The contractor shall obtain approval from the architect of proposed independent testing agency(s) before any testing is started.

D. Electrical systems, equipment and materials shall be tested prior to final acceptance of the work.

1.3 INDEPENDENT TESTING AGENCY REQUIREMENTS

A. The Independent Testing Agency shall furnish personnel acceptable to Engineer to conduct testing. Supervising engineer shall have a minimum of five years' experience in testing of equipment of the type to be tested on this Project.

B. The Independent Testing Agency shall furnish all labor required for and incidental to testing.

C. The Independent Testing Agency shall provide minor field repairs, adjustments, and wiring modifications at the time of inspection and testing.

D. The Independent Testing Agency shall furnish all necessary test equipment to satisfactorily perform all tests specified herein.

E. The Independent Testing Agency shall check all devices for proper operation - checking for wear, tightness, dirt, etc.

F. The Independent Testing Agency shall check for conformance to published curves.

G. The Independent Testing Agency shall notify and coordinate with the Owner's representative at least 3 working days prior to the commencement of any Electrical Acceptance Testing. Tests shall be witnessed by the Owner's representative unless such witnessing is waived in writing by the Owner's Representative.

1.4 CODES AND STANDARDS

A. 2022 California Electrical Code (CEC).

B. National Electrical Manufacturer's Association (NEMA).

C. Manufacturer's Instructions and Maintenance Manual applicable to each particular apparatus.

D. OSHA Rules and Regulation.

E. National Electrical Testing Association (NETA) "Acceptance Testing Specifications".

F. Procedures as directed by Engineer.

1.5 CARE AND PRECAUTIONS

A. Contractor shall be responsible for any damage to equipment or material due to improper test procedures or test apparatus handling, and shall replace or restore to original condition, any damaged equipment or material.

B. Contractor shall furnish and use safety devices such as rubber gloves and blankets, protective screens, barriers, and danger signs to adequately protect and warn all personnel in the vicinity of the tests.

1.6 EQUIPMENT TO BE TESTED BY CONTRACTOR

A. Perform the visual inspections, manual operations and tests on systems and equipment as described in Part 3, "Execution".

B. Molded Case Circuit Breakers Rated Less Than 100A

C. Power Cable

D. Fire Alarm System

E. Special Systems

F. Communication System

1.7 EQUIPMENT TO BE TESTED BY INDEPENDENT TESTING AGENCY

A. Circuit Breakers Rated 100A and Greater

B. Grounding System

1.8 SUBMITTALS

A. Submittals for this Section shall be made according to the Conditions of the Contract, Division 01 Specification Sections and Specification Section 260100.

B. Test Reports

1. Provide written test reports, signed and dated, for all tests prior to acceptance of the tested equipment by the Owner.

2. All tests shall be recorded on the following forms:

a. 269500 - 1 MULTIPLE CONDUCTOR CABLE MEGGER TEST, 300V AND LESS

b. 269500 - 2 SINGLE & MULTIPLE CONDUCTOR POWER CABLE MEGGER TEST, 600V AND LESS

3. Submit certified reports of Independent Tests and Observations indicating and interpreting test results specified in Part 3 of this Section.

a. The Test Report shall include the following:

1) Description of equipment tested.

2) Description of test procedure.

3) Calibration record for all testing devices used.

4) Test results.

5) Recommendations.

6) Appendix, including all field test reports.

b. Furnish six copies of completed report to the Electrical Engineer no later than ten days after test completion unless requested otherwise by Owner.

c. Instrumentation-Traceability: The testing agency shall provide calibration labels for all relays and circuit breakers tested.

d. Labels shall be self-adhesive and placed on covers or frames so as not to obscure nameplate, tap block or time dial. Label shall indicate date tested and firm name.

PART 2 - PRODUCTS

2.1 TESTING EQUIPMENT

A. Furnish suitable electrical instruments including voltmeters, ammeters, wattmeters, tachometers and all other equipment necessary to perform tests specified.

B. Make necessary openings in circuits for testing instruments and place and connect all instruments, equipment and devices necessary for the tests. Upon completion of tests, remove instruments and instrument connections and restore all circuits to permanent condition.

2.2 TESTING COORDINATION

A. Coordinate activities and cooperate with others on the Project to ensure that systems are energized when required, when loads are applied, and that other requirements of this Section of the Specifications are carried out in a timely, coordinated basis.

B. Conduct tests in the presence of the Construction Manager. Notify the Construction Manager seven calendar days or more in advance when any test is to be performed, and do not start tests without the permission of the Construction Manager.

C. Make up no permanent connections until correct phase sequence of all equipment is determined.

PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall provide Acceptance Testing on the entire Electrical System. Certain of this testing shall be performed by an Independent Testing Agency as indicated.

B. Acceptance Testing shall include Visual Inspections, Manual Operations, Electrical Tests, and Functional Testing.

C. Whenever possible, all Visual Inspections, Manual Operations and Electrical Tests shall be made just prior to energizing the equipment or circuits, and shall be coordinated with the field schedule and field conditions.

D. Test reports on megger, dielectric absorption and high potential tests shall include the ambient temperature and relative humidity existing at the time of the tests.

E. Should any piece of apparatus or any material or work fail during any of these Tests, it shall be immediately removed and be replaced by perfect material by this Contractor at his expense and the portion of the work replaced be again tested by the Contractor.

F. Before testing and energizing a system, all necessary precautions shall be taken to ensure the safety of personnel and equipment. All conductors and all electrical equipment shall be properly insulated and enclosed. All enclosures for conductors and equipment shall be properly grounded. Insulation resistance measurements must have been made and approved on all conductors and energized parts of electrical equipment.

1. During actual testing, the Contractor or Independent Testing Agency shall:

   a. Ensure that temporary power terminations are connected in such a manner that commercial power may be restored in forty-five minutes upon request.

   b. Place temporary power cables out of the way in a safe manner that provides no hazard to personnel or equipment in the area.

   c. Provide all special connections required.

   d. Conduct all tests in presence of the representative except where advised this would not be necessary.

G. The entire installation shall be free from short circuits and improper grounds. Panels and circuits shall be tested for grounds and shorts with mains disconnected from the feeder, branches connected, lamps removed or omitted from the sockets and all wall switches closed. Each individual circuit shall be tested at the panel with the equipment connected for proper operation

H. The following minimum tests are required, but shall not be limited to this list. Tests will be supervised and witnessed by the Construction Manager:

1. Proper phase rotation.

2. Short circuits.

3. Improper grounds.

4. Power and control electrical circuits for circuit continuity and function test.

I. Furnish all personnel, labor, meters, instruments, cable, connections, equipment and apparatus necessary for making all tests.

J. Check and test all switchboards, transformers, panelboards, feeders, power and control cables, communication system devices and wiring, and all connections to all equipment.

K. After wires and cables are in place and connected to devices and equipment, the system shall be tested for short circuits, improper grounds, and other faults. If fault condition is present, the trouble shall be rectified and the wiring system shall be retested.

L. A voltage test shall be made at each lighting panel, distribution panel and at the last outlet on each circuit. If drop in potential exceeds one percent, correct the condition by locating the ground or high resistance splice or connection and retest.

M. Any wiring device, electrical apparatus, or lighting fixture grounded or shorted on any integral "live" part, shall be removed and the trouble rectified by replacing the defective parts or materials.

N. All final tests shall be witnessed by the Construction Manager and three copies of the verified test results shall be given to the Architect/Engineer and Construction Manager promptly upon completion of a test.

O. Provide assistance to the various equipment manufacturers' field engineers as required in the testing and adjusting of the electrical power and control equipment. Cooperation shall be such that a minimum of time is required for equipment testing.

P. A log shall be maintained for all tests. This log shall be certified before completion of the project, both as to test value and date of test. All major equipment such as the switchboard and panelboards shall be energized initially in the presence of the Construction Manager.

Q. The Owner reserves the right to operate any system or equipment prior to final completion and acceptance of the work. Such preliminary operation shall not be construed as an acceptance of any work. Each piece of equipment and all of the systems shall be adjusted to insure proper functioning and shall be left in first class operating condition.

3.2 VISUAL INSPECTIONS

A. Prior to Manual Operation and Electrical Testing, perform Visual Inspections to verify the following:

1. The equipment is completely and properly installed.
2. The equipment is free from damage and defects.
3. Shipping blocks and restraints have been removed.
4. Electrical terminations have been properly tightened.
5. The equipment has been properly aligned.
6. The equipment has been properly lubricated.
7. The ventilation louvers are open and unobstructed.
8. Voltages and phases have been properly identified.
9. Terminations in control panels have been properly identified.
10. The equipment is ready to be tested

3.3 MANUAL OPERATION

A. Prior to any Electrical Testing, mechanical devices shall be exercised or rotated manually to verify that they operate properly and freely.

3.4 ELECTRICAL TESTS BY CONTRACTOR

A. Molded Case Circuit Breakers rated less than 100A

1. Circuit breakers will be operated manually several times to ensure smooth operation.

2. Molded case will be inspected for cracks.

3. Rated current will be passed through each phase and millivolt readings taken across contacts.

4. Time current characteristic tests will be performed by passing 300% rated current through each phase and monitoring trip time.

5. Instantaneous pickup current will be determined by finding the current level at which the breaker trips out in less than 2 cycles.

6. Insulation resistance tests will be performed at 1000 Volts DC.

7. Circuit breaker covers will be removed on unsealed units and checked for cracks. Interphase barriers and arc chutes to be inspected. All bolts and lugs will be tightened. All internal auxiliary devices will be inspected.

8. Contacts, shunts, etc., will be visually inspected for wear and alignment.

9. Inverse trip time, instantaneous pickup current and millivolt drop across contacts, insulation resistance values, as well as deficiencies causing breaker to function outside published limits will be recorded. Times will then be compared with manufacturer's or NEMA published values.

B. Power Cable

1. The 600-volt insulated wires and cables shall be factory tested prior to shipment in accordance with ICEA Standards for the insulation specified.

2. Perform a continuity check and a 1,000 volt DC megger test on 600 volt power cables No. 6 AWG and larger.

   a. The megger test shall be performed between each pair of conductors and from each conductor to ground.

   b. The megger test shall be performed for 15 seconds or until the insulation resistance value stabilizes.

   c. The insulation resistance between conductors and from each conductor to ground shall be 100 megohms minimum in one minute or less. In addition, the lowest insulation resistance value shall not differ from the highest value by more than 20 percent.

3. Phase conductors, if shorted, grounded or at fault shall be removed, shall be replaced and the wiring system shall be retested.

C. Fire Alarm System

1. Perform testing in accordance with NFPA 72-2022.

D. Special Systems

1. Security systems, sound reinforcement systems, and other special systems shall be tested in accordance with test plans submitted by their manufacturers and approved by the Owner. These test plans shall verify compliance with Specifications and proper operation including all inputs, outputs and accessories under all modes of operation.

E. Communication System

1. Refer to Division 27 Sections of these Specifications for testing.

3.5 INDEPENDENT AGENCY TESTING

A. Circuit Breakers rated 100A or greater

1. All circuit breakers, 100 amps or more, shall be tested by an independent testing agency in accordance with NETA specifications and a report submitted to the architect. Any circuit breaker that does not pass the test shall be replaced.

2. Circuit breakers will be operated manually several times to ensure smooth operation.

3. Molded case will be inspected for cracks.

4. Rated current will be passed through each phase and millivolt readings taken across contacts.

5. Time current characteristic tests will be performed by passing 300% rated current through each phase and monitoring trip time.

6. Instantaneous pickup current will be determined by finding the current level at which the breaker trips out in less than 2 cycles.

7. Insulation resistance tests will be performed at 1000 Volts DC.

8. Circuit breaker covers will be removed on unsealed units and checked for cracks. Interphase barriers and arc chutes to be inspected. All bolts and lugs will be tightened. All internal auxiliary devices will be inspected.

9. Contacts, shunts, etc., will be visually inspected for wear and alignment.

10. Inverse trip time, instantaneous pickup current and millivolt drop across contacts, insulation resistance values, as well as deficiencies causing breaker to function outside published limits will be recorded. Times will then be compared with manufacturer's or NEMA published values.

11. The testing agency shall provide calibration labels for all relays and circuit breakers tested. Labels shall be self-adhesive and placed on covers or frames so

as not to obscure nameplate, tap block or time dial. Label shall indicate date tested and firm name.

B. Grounding System

1. Ground tests shall meet the requirements of the California Electrical Code and comply with UL 467. The grounding electrode system at the main electrical service equipment shall be tested by an Independent Testing Agency in accordance with the three point fall of potential method as specified in IEEE Standard 81-1983. Maximum ground resistance shall be 5 OHMS. A copy of the test report shall be submitted to the architect and engineer of record.

2. Maximum grounding to resistance values are as follows:

   a. Equipment Rated 500 kVA and Less: 5 ohms.

   b. Equipment Rated 500 to 1000 kVA: 5 ohms.

   c. Equipment Rated More than 1000 kVA: 3 ohms.

3. Tests: Subject the completed grounding system to a megger test at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at ground test wells. Measure ground resistance not less than 2 full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by the 2-point method according to IEEE 81.

4. The test agency shall remove the test link between the ground and neutral, and test the neutral for any parallel and/or superfluous ground paths. If any are found, a report should be given to the Engineer. No grounds are to be removed unless authorized in writing.

5. Ground electrode resistance shall be taken using a Biddle ground resistance meter and readings given to the report.

6. All ground connections in switchboard as well as that to cold water pipes shall be check for tightness and adequacy.

7. Measure the resistance to ground of each ground rod [in a ground mat] before connection to the other ground rods. The resistance shall not exceed 10 ohms.

8. Measure the resistance to ground of the total ground system with all connections completed. The resistance shall not exceed 2 ohms for primary services or 5 ohms for secondary services.

9. Tests of the resistance to ground shall be made using either the three point method or the fall-of-potential method.

10. Perform a continuity check from equipment ground bus bars and ground lugs to the ground system.

11. Ground rods for manholes and light poles need not be tested.

12. Excessive Ground Resistance: Where resistance to ground exceeds specified values, notify Owner promptly and include recommendations to reduce ground resistance and to accomplish recommended work.

13. Report: Prepare test reports, certified by the testing organization, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

3.6 FUNCTIONAL TESTING

A. All automatic and manual functions shall be checked for proper operation.

B. All indicating circuits, lights and alarms shall be tested for correct operation. Burned out indicators shall be re-lamped.

C. Upon completion of the Work, place the entire installation in operation, test for proper function, and show systems and equipment to be free of defects.

END OF SECTION 269500

FORM 269500 – 1

MULTIPLE CONDUCTOR CABLE MEGGER TEST, 300 VOLTS & LESS

WIRING - SIGNAL & COMMUNICATION CABLE

Testing shall be performed before connecting the cables to the terminals at either end. Continuity of each conductor shall be checked at this time. Each conductor shall be checked with a 500 volt megger to ground, with all other conductors in the cable and shield, grounded. The minimum acceptable megger resistance shall be 50 megohms for each conductor to ground.

PROJECT NAME _____

FEEDER NUMBER_____ LOCATION_____

CABLE SIZE _____ CABLE LENGTH_____

NO. OF CONDUCTORS _____ INSULATION TYPE_____

MANUFACTURER _____ LINE VOLTAGE_____

TEMPERATURE _____ HUMIDITY_____

MEGGER TYPE _____ SERIAL NUMBER_____

TEST VOLTAGE _____ MULTIPLIER_____

REMARKS_____

CONDUCTOR NO.	MEGOHMS		CONTINUITY		CONDUCTOR NO.	MEGOHMS		CONTINUITY	
	C/C	C/S	PASS	FAIL		C/C	C/S	PASS	FAIL

TEST PERFORMED BY_____ _____

Signature Date

TEST WITNESSED BY_____ _____

Signature Date

FORM 269500 – 2

SINGLE & MULTIPLE CONDUCTOR POWER CABLE MEGGER TEST, 600 VOLTS & LESS

WIRING – FEEDER CIRCUITS

Testing shall be performed before connecting the cables to the terminals at either end. Continuity of each conductor shall be checked at this time. Each conductor shall be checked with a 500-volt megger to ground, with all other conductors (including shield) in the conduit or cable grounded. The minimum acceptable megger resistance shall be 50 megohms for each conductor to ground.

PROJECT NAME _____

FEEDER NUMBER_____ LOCATION_____

CABLE SIZE _____ CABLE LENGTH_____

NO. OF CONDUCTORS _____ INSULATION TYPE_____

MANUFACTURER _____ LINE VOLTAGE_____

TEMPERATURE _____ HUMIDITY_____

MEGGER TYPE _____ SERIAL NUMBER_____

TEST VOLTAGE _____ MULTIPLIER_____

REMARKS_____

Cable No	MEGOHMS Phase A	MEGOHMS Phase B	MEGOHMS Phase C

TEST PERFORMED BY_____ _____

Signature Date

TEST WITNESSED BY _____ _____

Signature Date

SECTION 272000
TELECOMMUNICATIONS SYSTEMS

PART 1 - GENERAL

1.1 SCOPE

A. Provide and install a complete network telecommunications cabling system including a new Intermediate Distribution Frame (IDF), site fiber optic cable (data backbone) between the existing IDF and the new IDF located in the new building, a system of horizontal voice and data cable links between each buildings outlets and the building IDF, patch panels, outlet boxes, conduits and raceways, jack modules for terminating both ends of each cable, and coverplates.

B. The Contractor shall provide termination, testing and certification of each cable.

PART 2 - PRODUCTS

2.1 TELECOMMUNICATION CABINETS AND RACKS

A. Intermediate Distribution Frame (IDF)

1. Wall-mounted swing-out type 12U rack.

2. Manufacturer: Chatsworth CUBE-IT or equal.

2.2 TELECOMMUNICATION BACKBONE CABLING

A. OSP Rated Optical Fiber Cable (Data Backbone)

1. Materials – Flame–retardant, UV-stabilized, fully water blocked for use in indoor/outdoor applications. Dielectric jacketed 12-strand single mode optical fiber cable..

2. Manufacturer – Corning or equal

B. OSP Rated Optical Fiber Innerduct

1. Materials – 1” corrugated PE type Innerduct with ¼” pre-installed pull rope and tracer wire. Color: orange.

2. Manufacturer – Carlon (type Optic-Gard) or equal.

2.3 TELECOMMUNICATION HORIZONTAL CABLING

A. Horizontal Voice Cable

1. Materials – 23 AWG solid copper UTP, 4-pair, CMP rated, Category 6A cable. Color: Grey.

2. Manufacturer – General Cable.

3. Model: 7133849.

B. Horizontal Data Cable - For Workstation Outlets

1. Materials – 23 AWG solid copper UTP, 4-pair, CMP rated, Category 6A cable. Color: Blue.

2. Manufacturer – General Cable.

3. Model: 7133849.

C. Horizontal Data Cable – For Wireless Access Points

1. Materials – 23 AWG solid copper UTP, 4-pair, CMP rated, Category 6A cable. Color: Blue.

2. Manufacturer – General Cable.

3. Model: 7133849.

D. Horizontal Data Cable – For Outdoor Use:

1. Materials – 23 AWG solid copper UTP, 4-pair, CMP rated, filled Category 6A cable. Color: Black.

2. Manufacturer – General Cable.

3. Model: 7141007.

E. J Hooks

1. J hook cable supports shall provide a bearing surface of sufficient width to comply with required bend radii of high-performance cables; cULus Listed. J hook cable supports shall have flared edges to prevent damage while installing cables. J hook cable supports shall be 1 5/16” minimum and have a cable retainer strap to provide containment of cables within the hanger. The cable retainer strap shall be removable and reusable and be suitable for use in air handling spaces. J hook cable supports shall have an electro-galvanized or G60 finish and shall be rated for indoor use in non-corrosive environments.

2. Manufacturer – Erico (Caddy Cablecat Series Non-continuous Support Cable System).

2.4 TELECOMMUNICATION BACKBONE CABLE TERMINATIONS

A. Fiber Optic Connectors

1. Materials – SC-type, with ceramic ferrule, ANSI/TIA/EIA 604-3 compliant

2. Manufacturer – The Siemon Company.

B. Horizontal Data Cable Patch Panels

1. Materials – 48-port, 2U Category 6 patch panel, fully loaded with Mini-com Jack modules. Rack mountable (19”) w/ integrated rear cable management bar.

2. Provide switch patching kit with 48-port patch panel, (48) 8-inch blue patch cables, and strain relief bar

3. Manufacturer – Panduit or equal.

4. Quantity – As required.

C. Data Outlets

1. Station Jack Modules – Materials – 8-position RJ45, Category 6 rated jack modules. Color: Blue. Manufacturer – Panduit or equal. Quantity – Two (2) to four (4) as indicated by symbol subscript.

2. Outlet Box and Faceplate - Materials - 4 or 6-port, single-gang flat faceplate shall be mounted to a two-gang outlet box fitted with a single-gang reducer. Blanks shall be installed in each unused port.

D. Wireless Access Points

1. Wireless Access Point Connectors – Materials – 8-position RJ45, Category 6A rated plug connector module. Color: Blue. Quantity – One at location of wireless access point.

2.5 LABELS

A. Materials: Vinyl plastic type that meet UL 969 requirements, preprinted or laser printed type, and easily distinguishable.

B. Manufacturers – Panduit, W.H. Brady, Ideal.

PART 3 - EXECUTION

3.1 INSTALLATION:

A. The Contractor shall install all cables, trays, supports, racks, cabinets, frames, backboards, blocks, cable management, connectors, manhole cable rack hardware, and all appropriate termination and mounting hardware.

B. The Contractor shall utilize conduits and cable trays for the placement of voice and data backbone cables.

C. The Contractor shall utilize conduits and cable trays for the placement of

horizontal voice and data cables. Cables which exit cable trays shall be supported by J-hooks that are attached to the structure independently from ceiling or lighting fixture supports.

D. Where penetrations through fire rated walls, acoustical or other walls are made for cable pass-thru, such penetrations shall be sealed by the Contractor in compliance with code requirements.

3.2 BONDING AND GROUNDING

A. The Contractor shall provide ground continuity by properly bonding all appropriate cabling, closures, cabinets, service boxes, conduit, cable trays, and framework. All grounds shall consist of #6 AWG stranded copper wire and shall be attached to an approved building ground, which is bonded to the main electrical ground. Grounding shall be in accordance with J-STD-607-A, NEC, NFPA and all local codes and practices.

3.3 IDENTIFICATION & LABELING

A. The Contractor shall obtain the room numbers that will appear on door signage prior to assigning origin and destination identification for labels.

1. Backbone cables shall be labeled at each endpoint and at all pull boxes, access points or junction boxes. Labels shall indicate origination and destination identification, sheath identification, and strand or pair count.

2. Horizontal cables shall be labeled at each endpoint. Labels shall indicate origination and destination identification.

3. All label printing will be machine generated by system software using indelible ink ribbons or cartridges. Self-laminating labels will be used on cable jackets, appropriately sized to the OD of the cable, and placed within view at the termination point on each end

3.4 ACCEPTANCE TESTING AND CERTIFICATION

A. All distribution cables shall meet or exceed all performance specifications designated by ANSI/EIA/TIA-568-B.1, and IEEE for telephone and data communications.

B. No later than five days after testing, Contractor shall furnish the Owner with a documentation binder and electronic disks of all test results from OTDR and power meter test equipment. Electronic copies of test results must be presented in format acceptable to the Owner (runtime software application included if necessary). The content requirements for these forms are described in the following sections.

C. Copper Cables: Testing of all copper wiring shall be performed prior to system cut-over. 100 percent of the OSP and horizontal wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end cross-talk. The Contractor, at no charge shall bring any pairs not meeting the requirements of the standard into compliance with the standards and specifications. Complete, end to end test results must be submitted to the Owner. Test results for each of the above tests and associated cable lengths shall be generated by an automated testing device. Test results must be permanently recorded and presented for review in both hardcopy and in a computer-readable format.

D. Fiber Optic Cables - No later than five days after testing, Contractor shall furnish the Owner with a documentation binder and electronic disks of all test results from OTDR and power meter test equipment. Electronic copies of test results must be presented in a readable format (runtime software application included in necessary). The content requirements for these forms are described in the following sections.

1. OTDR Test Results

a. Contractor shall furnish on disc with application software, electronic strip charts and/or tracer recordings on each and every fiber strand in each and every cable in one direction at both 850 and 1300 nanometer wavelengths for multimode fiber, 1310 and 1550 for singlemode, with the following information:

1) Date of test

2) Name of test personnel

3) Test wavelength

4) Pulse duration(s) and scale range(s)

5) Index of refraction

6) Fiber cable type and part number

7) Fiber tube and/or fiber strand number

8) Direction of test

9) Overall distance in meters

10) Attenuation in dB or dBm

2. Power Meter Test Results

a. Contractor shall furnish attenuation assessments for both 850 and 1300 nanometer wavelengths for multimode fiber and 1310 and 1550 for singlemode on each and every fiber in each and every cable, in both directions with the following information:

1) Date of test

2) Name of test personnel

3) Fiber cable type and part number

4) Fiber number

5) TX wavelength

6) TX location

7) RX location

8) TX model and serial number

9) RX model and serial number

10) Attenuation dB or dBm

3. Contractor may be required to perform additional testing as required by Owner to ensure compliance with mated pair connection loss, splice loss and overall link loss. Any cables failing to meet above indicated standards must be removed and replaced, at no cost to the Owner, with cables, which prove, in testing, to meet the standards. The installation will not be accepted until testing has reported that all pairs meet the appropriate standards.

3.5 PROJECT RECORD DOCUMENTATION

A. The Contractor shall provide a database of cable records, both hard copy and on electronic, for use by the Owner for cable and facilities management. The cable records format must include, at a minimum, the following information about each cable:

1. Distribution Cable Pair Assignments.

2. Test Results.

B. Three (3) sets of reproducible as-built floor plans plus vertical rack elevations and wall mounted termination field details in digital format (AutoCAD or equal) showing all installed cables, pair and strand assignments, routing, terminal and outlet locations, patch panels and labeling conventions.

C. These documents shall be delivered to the Owner no more than 20 working days after completion and acceptance of the Contractor's work.

END OF SECTION 272000

SECTION 283100
FIRE ALARM SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections shall form a part of this Section, with the same force and effect as though repeated here.

1.2 DESCRIPTION:

A. This Section includes the furnishing of all labor, equipment, materials, programming, and performance of all operations associated with the installation and connection of new fire alarm equipment and devices of the existing Fire Alarm System as required by the drawings and specified herein.

1.3 SCOPE:

A. The Contractor shall furnish and install booster power panels, initiation devices and circuits, notification appliances and circuits, control relays, monitor modules and supervisory devices, as required to accomplish this intent whether or not specifically shown or specified.

B. The complete installation shall conform to the applicable sections of NFPA 72, state code requirements and the 2022 California Electrical Code with particular attention to Article 760.

C. The work specified herein shall be coordinated with the related work as specified elsewhere under the project specifications.

1.4 SUBMITTALS

A. Submittals for this Section shall be made according to the Conditions of the Contract, Division 01 Specification Sections and Specification Section 260100.

B. General:

1. Five copies of all submittals shall be submitted to the Architect/Engineer for review.

2. For equipment other than that specified, the contractor shall supply proof that such substitute equipment equals or exceeds the features, functions, performance, and quality of the specified equipment.

C. Shop Drawings:

1. Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.

2. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.

3. Shop drawings shall show valid Contractor’s C-10 license, wet-signed by C-10 license holder.

D. Manuals:

1. Submit simultaneously with the shop drawings, complete operating and maintenance manual listing the manufacturer's name(s) including technical data sheets.

2. Wiring diagrams shall indicate internal wiring for each item of equipment and the interconnections between the items of equipment.

3. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.

E. Certifications:

1. Together with the shop drawing submittal, submit a certification from the major equipment manufacturer indicating that the proposed supervisor of installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include names and addresses in the certification.

1.5 WARRANTY

A. All work performed and all material and equipment furnished under this Contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance. The full cost of maintenance, labor and materials required to correct any defect during this one-year period shall be included in the submittal bid and is part of this Contract.

1.6 APPLICABLE STANDARDS:

A. The specifications and standards listed below form a part of this specification. The system shall fully comply with these standards.

1. 2022 NFPA 72 National Fire Alarm Code

2. 2022 California Electrical Code (CEC)

3. 2022 California Fire Code (CFC)

4. 2022 California Mechanical Code (CMC)

5. 2022 California Building Code (CBC)

6. Underwriters Laboratories Inc. (UL) - USA:

7. California State Fire Marshal

8. All requirements of the Authority Having Jurisdiction (AHJ).

1.7 APPROVALS:

A. The system shall have proper listing and/or approval from the following nationally recognized agencies:

1. UL Underwriters Laboratories Inc.

2. CSFM California State Fire Marshal

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

A. This fire alarm system design is based on the use of microprocessor-based addressable fire alarm control equipment, initiation devices and notification appliances equipment manufactured by Gamewell-FCI and System Sensor.

B. The new addressable initiation devices shall be compatible with the existing Gamewell-FCI Fire Alarm Control Panel at the campus.

2.2 INITIATION DEVICES

A. Smoke Detectors

1. Addressable Photoelectric Smoke Detectors

a. Smoke detectors shall be addressable and shall connect with two wires to the Fire Alarm Control Panel Signaling Line Circuit.

b. The detectors shall use the photoelectric (light-scattering) principal to measure smoke density.

c. The detectors shall be low profile ceiling-mount and shall include a twist-lock base.

d. The detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel. Such a test may be initiated at the detector itself (by activating a switch) or initiated remotely on command from the control panel.

e. The detectors shall store an internal identifying code that the control panel shall use to identify the type of detector.

f. The detectors shall provide an alarm and power LED. The LED shall flash under normal conditions, indicating that the detector is operational and in regular communication with the control panel. The LED is placed into

steady illumination by the control panel indicating that an alarm condition has been detected. An output connection shall also be provided in the base to connect an external remote alarm LED.

B. Heat Detectors

1. Attic Heat Detectors

a. Attic Heat Detectors shall be the fixed high temperature (200-deg F) type approved for 50ft spacing.

2.3 ADDRESSABLE MODULES, CONTROL RELAYS, AND AUXILIARY DEVICES

A. Addressable Monitor Module

1. Addressable Monitor modules shall be provided to connect one supervised IDC (zone) of conventional Alarm Initiating Devices (any N.O. dry contact device) to the Fire Alarm Control Panel Signaling Line Circuit (SLC) Loop.

2. The monitor module shall be mounted in a 4-inch square, 2-1/8" deep electrical box.

3. The IDC (zone) may be wired for Style D (Class A) or Style B (Class B) operation. The Monitor module shall provide address-setting means using decimal switches and shall also store an internal identifying code that the Fire Alarm Control Panel shall use to identify the type of device. An LED shall be provided that shall flash under normal conditions, indicating that the Monitor module is operational and in regular communication with the control panel.

B. Addressable Control Module

1. Addressable Control Modules shall be provided to supervise and control the operation of one conventional Notification Appliance Circuit (NAC) of compatible, 24 VDC powered, polarized Audio/Visual appliances or audio speakers.

2. The Control Module shall be mounted in a standard 4-inch square, 2-1/8" deep electrical box.

3. The NAC shall wire in a Class B (Style Y) or Class A (Style Z) fashion. Each control module shall support up to 1 Amp of Inductive or 2 Amps of Resistive Audible/Visual signals.

4. Audible/Visual power shall be provided by a separate notification appliance circuit from the main Fire Alarm Control Panel or from a fire alarm expander panel.

5. The Control Module shall provide address-setting means using decimal switches and shall also store an internal identifying code that the Control Panel shall use to identify the type of device. An LED shall be provided that shall flash under normal conditions, indicating that the Control Module is operational and is in regular communication with the control panel.

6. A magnetic test switch shall be provided to test the module without opening or shorting its NAC circuit wiring.

C. Auxiliary Relays

1. Auxiliary relay coils shall be rated at 120V and contacts shall be rated for 120V, 20A, and shall conform to UL 864.

2. Auxiliary relays shall be listed with the California State Fire Marshal (CSFM).

2.4 NOTIFICATION APPLIANCES

A. Combination Horn/Strobes (13265)

1. ADA/NFPA/ANSI compliant

2. Complies with OSHA 29 Part 1910.165

3. Strobe models are available with field selectable candela settings of 15/30/75/95cd or 115/177cd (multi-candela models)

4. Strobes produce 1 flash per second over the regulated voltage range

5. Horn rated at 88+ dBA at 16 volts

6. Rotary switch for horn tone and three volume settings

7. Fast installation with IN/OUT screw terminals using #12 to #18 AWG wires

8. Compatible with MDL sync module

B. Exterior Horns (13265)

1. ADA/NFPA/ANSI compliant

2. Complies with OSHA 29 Part 1910.165

3. Weatherproof per NEMA 4X, IP56

4. Horn rated at 88+ dBA at 16 volts

5. Rotary switch for horn tone and three volume settings

6. Rated at -40°F to 151°F

7. Tamper-resistant construction

C. Combination Speaker/Strobes (13266, 13267)

1. ADA/NFPA/ANSI compliant

2. Complies with OSHA 29 Part 1910.165

3. Ceiling mount strobe models are available with field selectable candela settings of 15/30/75/95cd or 115/177cd (multi-candela models)

4. Strobes produce 1 flash per second over the regulated voltage range

5. 24 VDC with wide UL “Regulated Voltage” using filtered DC or unfiltered VRMS input voltage

6. Field selectable taps for 25 or 70 VRMS operation from 1/8 watt up to 2 watts

7. High efficiency design for maximum output at minimum wattage across a frequency range of 400 to 4000 HZ

8. Fast installation with IN/OUT screw terminals using #12 to #18 AWG wires

9. Optional Extender (E60 Ext) is for mounting to 4” backboxes with no extension ring.

D. Speakers (13266, 13267)

1. ADA/NFPA/ANSI compliant

2. Complies with OSHA 29 Part 1910.165

3. 24 VDC with wide UL “Regulated Voltage” using filtered DC or unfiltered VRMS input voltage

4. Field selectable taps for 25 or 70 VRMS operation from 1/8 watt up to 2 watts (indoor), 1/8 watt up to 8 watt (outdoor)

5. High efficiency design for maximum output at minimum wattage across a frequency range of 400 to 4000 HZ

6. Fast installation with IN/OUT screw terminals using #12 to #18 AWG wires

7. Optional Extender (E60 Ext) is for mounting to 4” backboxes with no extension ring.

8. Weatherproof with extended temperature range of –40°F to 150°F (-40°C to 66°C)

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the equipment manufacturer.

B. All fire detection and alarm system devices, panels, etc. shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.

3.2 WIRING INSTALLATION

A. Fire Alarm System initiation device circuits and notification appliance circuits shall be installed in conduit (u.o.n.). The minimum conduit size shall be ¾".

B. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.

C. Power-Limited Circuits: NFPA 70, Types FPL, FPLR, or FPLP, as recommended by manufacturer.

D. Each Fire Alarm Control Panel and Fire Alarm Booster Power Panel shall be connected to a separate dedicated 120V, 20A branch circuit with a dedicated neutral conductor and an equipment grounding conductor. Provide a circuit breaker lock-on devices on each circuit breaker supplying fire alarm system equipment and provide a red label that reads: "FIRE ALARM" adjacent to the circuit breaker.

E. Fire Alarm Booster Power Panel Primary Power wiring shall be 12 AWG.

F. Where a new fire alarm control panel is tied to an existing fire alarm control panel, the Contractor shall provide, install and connect all wiring, addressable control relays and addressable monitor modules at both the new and existing control panels and program to allow each fire alarm panel to accept and respond to alarm, trouble and supervisory initiation signals from the other fire alarm control panel.

3.3 GROUNDING

A. Ground cable shields and equipment according to system manufacturer's written instructions to eliminate shock hazard and to minimize, to the greatest extent possible, ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

B. Signal Ground Terminal: Locate at main equipment rack or cabinet. Isolate from power system and equipment grounding.

C. The Fire Alarm Panel cabinet shall be grounded with an equipment grounding conductor that is run with the primary power wiring. Cabinet doors shall be bonded to cabinets with braided grounding straps of sufficient length to allow the cabinet door to fully open.

3.4 PROGRAMMING

A. The Contractor shall provide all programming of the Fire Alarm System to result in a complete and functional Fire Alarm System in accordance with all applicable codes and standards, and as specified herein.

B. Zone Programming:

1. The Contractor shall provide zone programming for the Fire Alarm System as follows:
    a. Each building shall be programmed as a separate zone.
    b. Each floor of a multi-story building shall be programmed as a separate zone.
    c. Each section of a floor in a building that is separated by area separation walls or by horizontal exits shall be programmed as a separate zone.
    d. Additional zones shall be programmed where deemed necessary by the authority having jurisdiction.
2. Zone programming for the Fire Alarm System shall match the zone map (refer to Article titled, IDENTIFICATION AND DOCUMENTATION, for zone map requirements.)

C. LCD Annunciation

1. The Contractor shall program the LCD annunciator at the Fire Alarm Control Panel and remote LCD annunciators to annunciate the following information:
    a. The zone that is in alarm.
    b. The type of alarm initiating device:
        1) Smoke Detector.
        2) Other.
    c. The location of the device that is in alarm (refer to Article titled, IDENTIFICATION AND DOCUMENTATION, for device map location requirements.)

D. Controls

1. The Contractor shall utilize addressable control relays and auxiliary relays and shall program the fire alarm system control panel to cause the closure of fire/smoke dampers and provide a signal for HVAC units to shut down.

E. Remote Monitoring Station

1. The contractor shall coordinate with the Remote Monitoring Station and program the system to report the number of points purchased by the Owner. Prior to the start of programming, Contractor shall verify how many point signals, above and beyond minimum code requirements, shall be transmitted to the monitoring station with Owner.
2. Where the new fire alarm control panel is tied to an existing fire alarm control panel, the Contractor shall program the existing fire alarm panel to accept and respond to alarm and trouble initiation signals from the new fire alarm control panel.

3.5 IDENTIFICATION AND DOCUMENTATION

A. Zone Map – The Contractor shall create an 11”x17” site plan identifying each building and identifying the zones. The zone map shall be created by a CAD program and shall be posted under plastic cover at the location of the fire alarm control panel.

B. Device Location Map – For each building the Contractor shall create an 11”x17” floor plan of the building showing the location of each device and the device address as it is annunciated at the control panel and remote annunciator. The device location map shall be created by a CAD program and shall be posted under plastic cover at the location of the fire alarm control panel or fire alarm booster power supply within each building.

3.6 FIRE WATCH

A. The Contractor shall provide a fire watch during the course of construction where any portion of the campus is rendered unprotected by the fire alarm system. The Contractor shall provide a 24-hour fire watch each day until the fire alarm system is fully operational. All costs of the fire watch shall be borne by the Contractor.

3.7 ACCEPTANCE TESTING AND CERTIFICATION

A. Prior to the final acceptance test provide the service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment to technically supervise and participate during all of the adjustments and tests for the system:

1. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.

2. Open initiating device circuits and verify that the trouble signal actuates.

3. Open and short signaling line circuits and verify that the trouble signal actuates.

4. Open and short Notification Appliance Circuits and verify that trouble signal actuates.

5. Ground all circuits and verify response of trouble signals.

6. Check presence and audibility of tone at all alarm notification devices.

7. Check installation, supervision, and operation of all addressable smoke detectors using the Walk Test.

8. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.

9. When the system is equipped with optional features, the manufacturer's manual should be consulted to determine the proper testing procedures. This is intended to address such items as verifying the controls performance by individually

addressed or grouped devices, sensitivity monitoring, verification functionality and similar.

B. At the final inspection a manufacturer-trained representative shall demonstrate that the system functions properly in every respect.

C. Upon completion of the installation, a test of the entire system shall be performed in the presence of the Inspector of Record and the local authority having jurisdiction. The local Fire Marshal shall be notified and invited to witness the test a minimum of 72 hours prior to the test. Components and functions of the system shall be tested and an Inspection and Testing Record Form shall be generated in accordance with NFPA 72 indicating the proper functioning of each component of the system.

D. If devices or other components of the system fail during testing the defective devices or components shall be removed and immediately replaced with functional units and the test shall be repeated.

E. Complete the NFPA 72 Record of Completion, testing all devices and appliances. Provide a copy of the completed Record of Completion to the Owner (School District), Architect, Local Fire Authority and DSA via the Project Inspector.

3.8 INSTRUCTION

A. Provide instruction as required for operating the system. "Hands-on" demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided. The Contractor and/or the Systems Manufacturer's representatives shall provide a typewritten "Sequence of Operation" to the Owner.

B. The Contractor shall furnish a reduced set of “as-built” record drawings on 11”x17” bond paper in a plastic cover showing locations of all devices and the proper address of the device as it is displayed on the LCD annunciator at the fire alarm control panels and/or remote annunciators. This reduced set shall be located adjacent to the fire alarm control panel for the reference of the Authority Having Jurisdiction.

3.9 CLOSEOUT SUBMITTAL

A. The Contractor shall submit closeout submittal documentation consisting of the following items:

1. Full size fire alarm “as-built” record drawings; drawings shall show valid Contractor’s C-10 license, wet-signed by C-10 license holder.

2. Device cut sheets and CSFM listing services;

3. A copy of the Fire Alarm System Record of Completion signed by the Installer and the Inspector of Record;

4. Owner’s Manuals and Operating Instructions.

END OF SECTION 283100

SECTION 311000
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Removing above and below-grade site improvements.
5. Disconnecting, capping or sealing, and removing site utilities.

B. Related Sections:

1. Division 01 Section “Construction Waste Management” for management of waste materials.
2. Division 02 Section “Selective Demolition” for removal partial removal of buildings or structures.
3. Division 31 Section “Earthwork.”

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

1. Tree protection shall be defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Existing Conditions: Digital photographic documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged.

1. Salvage for Reinstallation: Clean and store on-site in a secure location, ready for reinstallation.
2. Salvage to Owner: Deliver to Owner’s designated location on-site.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Erosion and Sedimentation Control: Do not commence site clearing operations until temporary erosion and sedimentation control and plant-protection measures are in place.

E. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.

7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

F. Do not direct vehicle or equipment exhaust towards protection zones.

G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

H. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with requirements of referenced Geotechnical Report for site clearing operations.

B. Protect and maintain benchmarks and survey control points from disturbance during construction.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

D. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Identify trees to remain by wrapping a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.

E. Protect trees, plant growth, and vegetation not specifically designated for removal.

F. Verify that existing plant life to be removed has been authorized for removal.

G. Examine site and compare individual work areas with the Drawings and Specifications.

H. Thoroughly investigate and verify conditions under which the work is to be performed.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Comply with requirements of authorities having jurisdiction.

B. Provide temporary erosion and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

D. Inspect, maintain, and repair erosion and sedimentation-control measures during construction until permanent vegetation has been established.

E. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 EXISTING UTILITIES

A. Utilities to Remain: Locate, identify, and protect utilities that are to remain from damage.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

C. Utility Termination: Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place. Arrange with utility companies to shut off affected utilities and notify Owner not less than 48 hours in advance of utility termination.

1. Excavate for and remove underground utilities indicated to be removed.

3.4 CLEARING AND GRUBBING

A. Clear only limited areas required for execution of work at proposed improvement location.

B. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Use only hand methods for grubbing within protection zones.

C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL EXCAVATION

A. Remove sod, grass, and similar vegetation before stripping topsoil.

B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which is not to be reused.

3.6 REMOVAL OF SITE IMPROVEMENTS

A. Remove existing above and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated. Remove paving only where authorized and necessary to execute the Work.

1. Remove concrete slabs, paving, walks, gutters, and curbs to nearest existing joint locations. Neatly saw-cut joints before removing existing pavement, saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION

SECTION 312000
EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
3. Over excavation of building pad and pavement area.
4. Compaction of existing ground and fill.
5. Preparation of subgrade for other improvements.
6. Grading of soil.

B. Related Sections:

1. Division 31 Section “Site Clearing.”
2. Division 31 Section “Trenching.”

1.3 REFERENCES

A. ASTM D 1557.

1.4 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

F. Fill: Soil material used to raise existing grades.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subgrade: Uppermost surface of an excavation.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

A. Chemical Test Report for Imported Fill: Chemical test report(s) as recommended by The Department of Toxic Substance Control (DTSC) guidelines for the testing of import soils for school sites, if imported soils are required.

1.6 FIELD CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

B. Do not commence earth moving operations until temporary erosion and sedimentation control measures required by authorities having jurisdiction are in place.

C. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

1. Any borrow soil materials proposed to be brought on-site are subject to inspection and testing by Owner’s geotechnical testing agency to verify they are in compliance with referenced standards. Owner shall determine if testing of materials is required prior to any material being brought onto the site. Testing of materials may take up to two weeks to verify compliance with standards.

B. Soil Types:

1. Soil Type S1: Excavated and re-used material, graded, free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
2. Soil Type S2: Excavated and reused material, graded, free of roots, lumps greater than one inch, rocks larger than 1/2 inch, debris, weeds and foreign matter.

C. Soil for Fills:

1. Fill in Turf or Planting Areas: Excavated soils that have been graded and cleansed of excessive organics, debris, rocks, and lumps.
2. Fill in Turf or Other Planting Areas: Type S2.
3. Fill in Non-planting Areas: Type S1 or S2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Contractor shall thoroughly examine the project site prior to submitting his bid to familiarize himself with the conditions of the site and the conditions in which he will be required to work.

B. Contractor shall thoroughly examine contract documents prior to bid.

1. Documents do not necessarily indicate a balanced site.
2. Contractor shall be responsible for importing materials from an off-site location or exporting excess material to an off-site location.

3.2 PREPARATION

A. Site clearing specified in Division 31 Section “Site Clearing” shall be performed prior to beginning earthwork.

B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations. Coordinate excavations near existing utilities with utility companies.

C. Protect and maintain erosion and sedimentation controls during earth moving operations.

D. Identify required lines, levels, contours and datum.

E. Locate, identify, and protect existing above and below grade utilities from damage.

F. Protect plant life, lawns, trees, shrubs, and other features not authorized for removal.

G. Employ equipment and methods appropriate to the work site.

H. Protect excavated areas from drainage inflow, and provide drainage to all excavated areas.

3.3 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.4 STORAGE OF SOIL MATERIALS

A. Stockpile excavated satisfactory soil and materials borrow soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Stockpile soil materials away from edge of excavations. Do not store within drip line of trees to remain.

3.5 EXCAVATION

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

B. Excavations at Edges of Tree and Plant-Protection Zones: Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots.

1. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Where authorized to cut roots, cut roots with a saw.

C. Excavation for Structures: Following the stripping operations, the exposed surface in the area of the planned building improvements shall be excavated to a minimum depth of 6 inches below stripped ground surface. The excavation shall extend at least 2 feet horizontally beyond perimeter exterior edges of proposed building. The bottom of the excavation shall be scarified to a depth of 6 inches, moisture conditioned to near optimum moisture content, and compacted as required under the “Compaction” Article.

D. Excavation for Pavements and Flatwork: Following the stripping operations, the exposed surface in the area of proposed paved areas shall be excavated to a minimum depth of 8 inches below stripped ground surface or 6 inches below the proposed pavement subgrade, whichever is deeper. The bottom of the excavation shall be scarified to a depth of 6 inches, moisture conditioned to near optimum moisture content, and compacted as required under the “Compaction” Article.

3.6 FILLING, BACKFILLING, AND COMPACTING

A. After excavation and just prior to filling, the bottom of excavations shall be scarified to a depth of 6 inches, moisture conditioned to a minimum of 2 percent above optimum moisture content, and compacted to a minimum of 95 percent of maximum density based on ASTM Method D 1557.

B. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

C. Fills shall be placed in lifts approximately 6 inches thick, moisture conditioned to a minimum of 2 percent above optimum moisture content, and compacted to values indicated.

D. Place soil fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

E. Compact soil materials to not less than the following percentages of maximum dry unit weight according ASTM D 1557:

1. Under structures, building slabs, steps, and pavements: 95 percent.
2. Under walkways: 90 percent.
3. Under turf or unpaved areas: 85 percent.

3.7 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated on Drawings.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1/2 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.8 FIELD QUALITY CONTROL

A. Testing and Inspecting Agency: Owner will engage and pay for a qualified independent testing and inspecting agency to perform tests and inspections as applicable and prepare reports.

1. Testing and Inspection Agency shall be acceptable to the Architect and the Division of the State Architect.

B. The Architect and the Division of the State Architect shall have the right to order the testing of any materials used in the construction to determine if they are of the quality specified.

C. Contractor Responsibilities:

1. The Contractor shall maintain control of the quality of materials and workmanship in order to conform with the Drawings and Specifications.
2. To facilitate testing and inspection, the Contractor shall:

    a. Schedule tests and inspections with the Testing and Inspection Agency sufficiently in advance of operations to allow for the assignment of personnel and for the completion of testing and inspecting responsibilities.
    b. Provide access to the Work for the designated Testing and Inspection Agency.
    c. Furnish all necessary materials and labor to assist the designated Testing and Inspection Agency in obtaining and handling samples at the project or other sources of materials.
    d. Provide and maintain for the sole use of the Testing and Inspection Agency adequate facilities for safe storage of test specimens on the project site.

3. The Contractor shall correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

D. Testing and Inspection Services:

1. Testing and inspections shall be performed by the designated Testing and Inspection Agency.
2. Testing and inspections shall be in accordance with the 2022 California Building Code, Section 1705A.6 and Table 1705A.6, DSA Testing and Inspections form DSA 103, and Structural Drawings Special Inspection Criteria.

E. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

F. Compaction testing will be performed in accordance with ASTM D 1557-78 (Method A).

G. If tests indicate work does not meet specified requirements, recompact, or remove and replace, and retest.

3.9 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.10 CLEANING AND DISPOSAL OF SURPLUS MATERIALS

A. Rake Clean.

B. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

C. Adjacent roadways shall be kept clean during the progress of this work.

END OF SECTION

SECTION 312005
TRENCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Division 01 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities; also for temporary site fencing if not in another Section.
2. Division 26, 27, and 28 Sections as applicable for installing underground mechanical and electrical utilities and buried mechanical and electrical structures.
3. Division 31 Section "Earthwork" for soil types and earth moving.

1.3 DEFINITIONS

A. Utility: Any buried or above ground piping, conduit, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Warning tapes.

1.5 PROJECT CONDITIONS

A. Existing Utilities: A diligent attempt has been made to indicate on the Drawings the locations of utilities which may affect the Work. Utility locations are based on information provided by the Owner and limited above grade site observation. The locations of indicated utilities shall be considered approximate only until exposed by the Contractor.

1. Maintain existing utilities in constant service during construction of the Work.
2. Utility Locator Service: Notify utility locator service for area where Project is located before beginning trenching operations.

B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during trenching operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

C. Do not commence trenching operations until temporary erosion and sedimentation control measures are in place.

D. Do not commence earth moving operations until plant and landscape protection measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations. The acceptance of borrowed soil materials shall be subject to review and approval by the architect.

B. Satisfactory Soils:

1. Soil Type S1: Excavated and re-used material, graded, free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
2. Soil Type S2: Excavated and reused material, graded, free of roots, lumps greater than one inch, rocks larger than ½ inch, debris, weeds and foreign matter.
3. Soil Type S3: Imported topsoil, friable loam; reasonably free of roots, rocks larger than ½ inch, debris, weeds, and foreign matter.

C. Sand: ASTM C 33; fine aggregate.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility.

1. Detectable Warning Tape: Provided detectable warning tape for underground utilities that would otherwise not be detectable by above ground utility locating methods. Detectable warning tape shall include metallic core encased in a protective jacket for corrosion protection and be detectable by a metal detector when tape is buried up to 30 inches deep.

2. Colors: Warning tape shall be colored as follows:

a. Red: Electric.
b. Yellow: Gas.
c. Orange: Telephone and other communications.
d. Blue: Water systems.
e. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by trenching operations.

B. Locate, identify, and mark existing underground utilities.

C. Protect plant life, lawns, trees, shrubs, and other features not authorized for removal.

D. Protect and maintain erosion and sedimentation controls during trenching operations.

E. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

F. Comply with all provisions of the Construction Safety Orders and General Safety Orders of the California Division of Industrial Safety, as well as all other applicable regulations as they pertain to the protection of workers from the hazard of caving ground in excavations.

G. Prevent surface water and ground water from entering excavations and from flooding Project site and surrounding area. Protect excavations from softening and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.2 EXCAVATION FOR UTILITY TRENCHES

A. Provide protection for all open excavations, backfill trenches on same day in which excavation occurs to avoid leaving excavations open overnight.

B. Excavate trenches to lines, depths, and widths required for installation of utilities.

C. Cut trenches just wide enough to enable installation of utilities and proper backfill, and to allow inspection.

D. Employ equipment and methods appropriate to the work site. Small mechanical excavators may be used only in areas where there is sufficient space so as not to damage adjacent improvements, and where the locations of all existing utilities have been determined.

E. Use hand excavation methods to locate and expose existing utilities along the route of the new work prior to using any mechanical equipment. If mechanical equipment is allowed at a particular location, it may only be used after the completion by the Contractor of a successful exhaustive search by hand methods to locate all existing facilities as indicated on the plans, and as indicated on the ground by utility locating service or Owner.

F. When excavating through tree roots, perform work by hand and cut roots, where authorized, with a saw.

G. Excavate trenches to provide not less than the minimum cover required.

H. Do not interfere with 45 degree bearing splay of foundations.

I. Hand trim excavations for bell and spigot pipe joints. Remove loose matter.

J. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

K. Excavate trenches, pits or holes bottoming in hardpan to a minimum of 6 inches below the grade for the bottom of the pipe and any couplings, and then backfill to the pipe grade with satisfactory soil material, thoroughly compacted. No additional payment will be made for such over-excavation and refill.

L. In trenches where a firm foundation is not encountered, such as soft, spongy, or otherwise unsuitable material, remove the material to a minimum of 12 inches below the bottom of the proposed pipe or structure, or to a depth determined by the Engineer, and backfill the space with satisfactory soil material containing sufficient moisture to produce maximum compaction. No additional payment will be made for such additional excavation or backfill.

M. Stockpile excavated material to be returned to trench adjacent to trench in location which will not be detrimental to existing improvements, trees, or pedestrian or vehicular traffic. Cover to prevent windblown dust. Remove unsuitable or excess material not being used, from site.

3.3 BACKFILL FOR UTILITY TRENCHES

A. Prior to placing backfill in excavations, complete the following:

1. Survey locations of underground utilities for Record Documents.
2. Test and inspect underground utilities.
3. Remove trash and debris.
4. Remove temporary shoring and bracing.

B. Backfilling and Compaction: Carefully place and compact backfill of satisfactory soil materials as follows:

1. Initial Backfill: Place initial backfill of satisfactory soil free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit. Carefully compact initial backfill evenly on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit.
2. Subsequent Backfill: Place backfill of satisfactory soil material in layers not more than 8 inches in loose depth and carefully compact.
3. Final Backfill: Place final backfill in thickness required, but not more than 8 inches, to achieve final subgrade elevation after compaction and as required for grading.
4. Compaction: Compact soil using hand operated tampers or lightweight power operated tamping equipment that will not damage or displace installed utilities. Compact each layer of backfill to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:

    a. Turf or Unpaved Areas: 85%.
    b. Areas Under Paving: 90% for the top 24 inches below the subgrade elevation, 85% for depths over 24 inches below the subgrade elevation.

C. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Division 03 Section "Cast-in-Place Concrete."

D. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

E. Soil Moisture Control: Uniformly moisten or aerate soil materials before compaction to within 2 percent of optimum moisture content.

1. Do not over moisten or flood trenches to move or settle soil materials.
2. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
3. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

F. Grading: Uniformly grade areas to be smooth and flush with adjacent grade free of irregular or abrupt surface changes. Provide final grading in turf or landscaped areas where no further grading will occur.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test each fill or backfill layer. Proceed with subsequent Work only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1557. Tests will be performed at the following locations and frequencies:

1. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

D. When testing agency reports that backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.5 PROTECTION

A. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 321216
ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. SSCDOT – Standard Specifications, State of California, Department of Transportation (Caltrans) latest edition, except references to method of payment, and references to any state furnished materials.

1.2 SUMMARY

A. Section Includes:

1. Hot-mix asphalt patching.
2. Aggregate base course.

B. Related Sections:

1. Division 31 Section "Earthwork."
2. Division 32 Section “Paving Specialties” for pavement markings, wheel stops, and site signage.

1.3 DEFINITION

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the California Department of Transportation.

B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Section 39 of the Caltrans Specifications.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

C. All improvements within property owned by a City, County, or State Entity shall be in accordance with the Standards and Specifications of the authority having jurisdiction.

1.5 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 50 deg F.
2. Tack Coat: Minimum surface temperature of 50 deg F.
3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
4. Asphalt Base Course: Minimum surface temperature of 50 deg F and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 50 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. Aggregates: The grading and proportioning of aggregates shall be such that the combined mineral aggregate conforms to the specified requirements. All aggregates shall be clean and free from decomposed materials, organic materials, and other deleterious substances.

1. Aggregates for base course shall conform to Section 26 of the State Standard Specifications, Class 2 for 3/4 inch maximum size gradation.
2. Aggregates for asphaltic concrete shall conform to Type B as outlined in Section 39 of the State Standard Specifications. Aggregate grading shall be 3/4 inch maximum, medium for 1-1/2 inches or greater in total new pavement thickness.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: PG 64-10 in accordance with Section 92 of the Caltrans Specifications.

B. Asphalt Cement: ASTM D 946 for penetration-graded material.

C. Prime Coat: Asphalt emulsion prime coat complying with Section 93 of the Caltrans Specifications. Prime coat is not required unless specifically noted on the Drawings.

D. Tack Coat: Asphaltic emulsion for use as tack coat shall be of the penetration type conforming to the requirements of Section 94 of the Caltrans Specifications.

E. Water: Potable.

2.3 AUXILIARY MATERIALS

A. Herbicide/Soil Sterilant: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form. Herbicide/soil sterilant shall comply with current EPA regulations at time of application.

1. Product: Dow AgroSciences; Treflan Weed and Grass Preventer, or approved equal.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Joint Sealant: ASTM D 6690, Type I, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

A. Hot-Mix Asphalt: Asphalt concrete shall be Type B and shall conform to the provisions of Section 39 of the Caltrans Specifications. The asphalt binder shall be steam refined paving asphalt classified as PG 64-10 in accordance with Section 92 of the Caltrans Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Geotechnical Engineer shall verify that subgrade is stable and in suitable condition to begin paving.

B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

A. Subgrade preparation shall be as specified in Division 31 Section “Earthwork.”

B. Prior to construction of base course and asphaltic concrete, clean previously constructed subgrade or subbase of all foreign substances. The surfaces shall be inspected for the specified compaction and trueness to line and grade.

C. Base Course: Aggregate base shall be placed in accordance with requirements of Section 26 of the State Standard Specifications and to the thickness shown. The materials shall be graded and compacted in maximum 4-inch layers to at least 95 percent of maximum density (ASTM D 1557).

1. The base course shall be maintained until the asphaltic pavement is in place. Maintenance shall include drainage, rolling, shaping, and watering as necessary to maintain the course in proper condition. Sufficient moisture shall be maintained at the surface to prevent a dusty condition by light sprinkling with water. Areas of completed base course that are damaged by freezing shall be conditioned, reshaped and recompacted in accordance with the requirements of this specification, without additional cost to the Owner.

D. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared base course is ready to receive paving.

3.3 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/2 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch.
2. Surface Course: 1/4 inch.
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.4 PATCHING

A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd. .

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.5 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.6 FIELD QUALITY CONTROL

A. Testing Agency: Owner shall engage a qualified testing agency to perform tests and inspections. Agency shall be qualified according to ASTM D 3666 for testing indicated.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. Replace and compact hot-mix asphalt where core tests were taken.

E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements. Additional construction, testing, and replacement costs resulting from damaged or improperly installed infrastructure shall be paid for by the Contractor.

3.7 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow milled materials to accumulate on-site.

END OF SECTION

SECTION 321313
CONCRETE PAVING AND WALKS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. SSCDOT – Standard Specifications, State of California, Department of Transportation (Caltrans) latest edition, except references to method of payment, and references to any state furnished materials.

1.2 SUMMARY

A. Section Includes: Concrete paving for the following:

1. Concrete walks and pedestrian paving.

B. Related Sections:
1. Division 31 Section “Earthwork.”

1.3 DEFINITIONS

A. Cementitious Materials: Type II gray Portland Cement conforming to the specifications of ASTM C150-02a and the requirements of Caltrans Specification Section 90 for “Type II Modified” portland cement.

1.4 SUBMITTALS

A. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

B. Delivery Tags: Delivery tags for all concrete.

1.5 QUALITY ASSURANCE

A. All improvements within property owned by a City, County, or State Entity shall be in accordance with the Standards and Specifications of the authority having jurisdiction.

B. Installer Qualifications: A qualified installer who employs on Project personnel who shall be thoroughly familiar with the specified requirements, completely trained and experienced in the necessary skills required for work performed under this Section. In

actual installation of the work of this Section, use adequate numbers of skilled workmen to insure installation in strict accordance with the contract documents design.

C. Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
2. ACI 318-14, “Building Code Requirements for Structural Concrete” with amendments per 2022 California Building Code, Chapter 19A, Section 1905A.
3. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

1.6 ACCESSIBILITY REQUIREMENTS FOR PEDESTRIAN PAVING

A. Concrete paving for accessible pedestrian routes for persons with disabilities shall comply with the following per 2019 California Building Code (CBC) requirements:

1. Changes in Level: 1/4 inch maximum vertical change in level; changes greater than 1/4 inch to not more than 1/2 inch shall be beveled with a slope not exceeding 1:2 vertical to horizontal; offsets exceeding 1/2 inch shall be by a ramp (CBC 11B-303).
2. Cross Slope of Walks and Ramps: 1/4:12 maximum (CBC 11B-403.3).
3. Slope of Pedestrian Pavements: 1/4:12 maximum in any direction where there is no defined direction of travel (CBC 11B-403.3).
4. Slope of walks in the direction of travel: 1:20 (5%) maximum (CBC 11B-403.3).
5. Slope of Ramps in the Direction of Travel: 1:12 (8.33%) maximum (CBC 11B-405.2).
6. With of Walks and Ramps: 48 inches minimum clear width (CBC 11B-403.5.1 and 11B-405.5).

PART 2 - PRODUCTS

2.1 FORM MATERIALS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from steel wire into flat sheets.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

C. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: Type II gray Portland Cement conforming to the specifications of ASTM C150-02a and the requirements of Caltrans Specification Section 90 for “Type II Modified” Portland Cement.

B. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 1 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

2.4 CURING MATERIALS

A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

B. Water: Potable.

C. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating. It shall be the Contractor's responsibility to verify that all curing compounds used comply with the VOC Emission requirements of the San Joaquin Valley Air Pollution Control District.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

2.6 CONCRETE MIXTURES

A. General: Concrete mixtures shall comply with requirements of authorities having jurisdiction.

B. Mixtures for concrete walks, gutters and curbs subject to only pedestrian traffic:

1. Concrete shall be Class 3 (Previous years denoted as Class B) and shall contain 505 pounds minimum (5 sacks) of Portland Cement per cubic yard conforming to the requirements of Section 90 of the Caltrans Specifications unless noted otherwise on the drawings.

    a. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.

2. Proportion mixtures to provide normal-weight concrete with the following properties:

    a. Compressive Strength (28 Days): 2500 psi minimum.
    b. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.58.
    c. Slump Limit: 5 inches maximum.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared base surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form 1/4-inch wide contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius unless noted otherwise on the drawings. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.

2. Sawed Joints: Sawed joints shall not be used where concrete is permanently exposed to view.

a. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

1) Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.

C. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius unless noted otherwise on the Drawings. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement and dowels.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

3.6 CONCRETE FINISHING

A. Float Finish: After initial floating during placement, begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.

c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.8 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, no minus.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width for Grooved Joints: Plus 1/8 inch, no minus.

B. Comply with tolerances per CBC Chapter 11B for accessible routes for persons with disabilities. Refer to regulatory requirements referenced in Part 1 Article “Accessibility Requirements for Pedestrian Paving” of this specification section.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting Agency: Owner will engage and pay for a qualified independent testing and inspecting agency to perform tests and inspections as applicable and prepare reports.

1. Testing and Inspection Agency shall be acceptable to the Architect and the Division of the State Architect.

B. The Architect and the Division of the State Architect shall have the right to order the testing of any materials used in the concrete construction to determine if they are of the quality specified.

C. Contractor Responsibilities:

1. The Contractor shall maintain control of the quality of materials and workmanship in order to conform with the drawings and specifications.
2. To facilitate testing and inspection, the Contractor shall:

    a. Schedule tests and inspections with the Testing and Inspection Agency sufficiently in advance of operations to allow for the assignment of personnel and for the completion of testing and inspecting responsibilities.
    b. Provide access to the Work for the designated Testing and Inspection Agency.
    c. Furnish all necessary materials and labor to assist the designated Testing and Inspection Agency in obtaining and handling samples at the project or other sources of materials.
    d. Provide and maintain for the sole use of the Testing and Inspection Agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hr. as required by ASTM C31.

3. The Contractor shall correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

E. Strength of each concrete mixture will be satisfactory if the average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

F. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

G. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

H. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, compressive strengths, or other requirements have not been met, as directed by Architect.

I. Concrete will be considered defective if it does not pass tests and inspections.

J. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

K. Test and inspection reports are to be prepared and distributed by the testing agency.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Additional construction, testing, and replacement costs resulting from damaged or improperly installed infrastructure shall be paid for by the Contractor.

C. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.

D. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

E. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION