PROJECT MANUAL
AND
PROJECT DOCUMENTS

FOR

Bid No. E15-24

ATLAS CLASSROOMS 2 & 3 CONVERSION

MANDATORY JOB WALK DATE: March 19, 2024 at 3:30 PM
JOB WALK SHALL START AT:
Atlas Elementary School 760 Jazmin Ave, Ventura CA 93004

PREQUALIFICATION must be submitted by 12:00 PM March 10, 2024
Through Quality Bidders

Last Day for RFI's March 25, 2024
RFI's to:

TO: Carlos Sandavol, Architect, RNT, csandavol@rntarchitects.com 805-626-5330
CC: Ryan Hughes, Bond Facilities Planner, ryan.hughes@venturausd.org 805-901-9620
Ray Richards, Bond Construction Manager, Ray.Richards@venturausd.org 805-342-6464

BID OPENING DATE:
March 28, 2024 at 2:00 PM

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Ventura Unified School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **March 28, 2024 at 2:00 P.M**., sealed bids for the award of a contract for:

BID #E15-24 ATLAS CLASSROOMS 2 & 3 CONVERSION

PLANS AND SPECIFICATION AVAILABILITY:
*Plans and specifications will be available on or about **March 9, 2024**.

How to Obtain BID & Contract Documents: The Bid & Contract Documents are available on the Secure Bids Portal which can be accessed from the District Website under Current Bids & Proposals at: https://www.venturausd.org/services/business-services/purchasing

Bid Proposal Submittal. Bid Proposals shall be submitted electronically via the District's Secure Bids vendor portal before the latest date/time for submitting Bid Proposals. See Call for Bids for link to the District's Secure Bids vendor portal. Bidders are solely responsible for timely submission of Bid Proposals through the District's Secure Bids vendor portal. Bidders mu.st attach a pdf file(s) to the electronic bid submission containing all the completed and executed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the Secure Bids Technical Support at sbsupport@colbitech.com. The District does not guarantee timely availability of assistance, or assurance that any given problem will be resolved by the latest date and/or time for submitting Bid Proposals.

Date and Time of Bid Proposal Submittal. The Secure Bids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's Secure Bids vendor portal.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents.
Copies are on file and open for public inspection at the Purchasing Office, 255 W. Stanley Avenue, Suite #100, Ventura, CA 93001, Phone 805-641-5000 x1213

Each bid shall be accompanied by the bid security of cash, a cashier's or certified check, U.S. money order, or bid bond for ten percent (10%) of the amount of the bid made payable to Ventura Unified School District, list of Designated Subcontractors, Non-collusion Affidavit, Qualification Evaluation Sheet and all other documents as required by the Instructions to Bidders.

The District has determined that regardless of the Bid Proposal Amount, each bidder on this project must be **prequalified with Ventura Unified School District.** In addition, if components of the Project will be performed by electrical, mechanical, or plumbing subcontractors performing under the following license classification(s), then each of those subcontractors that intend to bid as a first-tier subcontractor to a general contractor (prime contractor) are required to have been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. In accordance with Public Contract Code section 20111.5, each bidder must: a) submit a Prequalification Application in accordance with the Instructions for Bidders at least ten (10) business days prior to the last date for the submission of Bid Proposals set forth above and be prequalified with Ventura Unified School District for at least five (5) business day prior to that date. Contractors can prequalify at QualityBidders.com.

There will be a **mandatory pre-bid conference/job walk on March 19, 2024 at 3:30 pm**. **at Atlas Elementary School, 760 Jazmin Ave Ventura 93004**.**The Pre-Bid Conference and following Job Walk will cover all aspects of the Proposed Project.** Mandatory Pre-Bid Conference/Job Walk. The District will conduct a mandatory pre-bid conference at the time and place designated in the Call for Bids.

The failure of any bidder to have its authorized representative present at a mandatory pre-bid conference will constitute rejection of its bid and the bid will be returned to the bidder unopened. If the Project includes Work to be performed at multiple sites, bidder is required to attend at all sites as indicated in the Call for Bids. Contractors must be on time for the pre-bid conference and must sign both in and out of the mandatory pre-bid conference and attend all locations during the walk where work will take place. Any contractor who arrives late or after the time set for the Mandatory Pre-Bid Conference will not be allowed to attend. Contractors proposing to bid on this project must be prompt and arrive "on time". No late arrivals will be accepted. Bids will not be accepted from bidders who have not attended the pre-bid conference introduction and site walk. The Owner will make the site available to bidders for examination during the bid period.

Bidders are hereby notified that in accordance with Section 1770 et. seq. of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the prevailing rate of per diem wages, as well as the general per diem rate for legal holidays and overtime for each craft or type of workman needed to execute the contract which will be awarded to the successful bidder. Said wage scale is hereby made part hereof by reference thereto and such rates are on file and open to public inspection at the office of the Ventura Unified School District
This project is a "public work" as defined within California Labor Code Section 1720. The Contractor shall post a copy of the determination of prevailing rate of wages at each job site. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rate of wages to all workers employed by them in the execution of the contract.

Monitoring and enforcement of prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE). Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor is hereby made aware of the requirements of Education code section 45125.1 which requires employees of any entity that has a contract with a school district to have certain employees who will have contact with students to be fingerprinted pursuant to that law.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to have sureties satisfactory to the Ventura Unified School District.
In accordance with the provisions of PCC 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the contractor.

Each bidder shall possess at the time of bid a **Class B General Building Contractor's License,** pursuant to Public Contract Code Section 3300 and Business and Professions Code Section 7028.15. The successful bidder must maintain the license throughout the duration of the contract.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof.

The District reserves the right to reject any or all bids and/or accept any bid if such action is in the best interest of the District. The District reserves the right to waive irregularities in any bid. The District may award a contract on an individual project or combination of projects, whichever is to the best interest of the District. The bidder may specify that the District acceptance of one project shall be contingent upon the District's acceptance of one or more additional projects submitted on the same bid.

In the event of this bid containing additive or deductive alternates, the lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before ranking of all bidders from lowest to highest has been determined.

For further information, consult the Instructions for Bidders and the Contract Documents.

Ventura Unified School District
Ryan Hughes
Bond Facilities Planner
(805) 641-5000

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers. A Bid Bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which conforms to it. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within ten (10) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all others documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement is two (2), the number of executed copies of the Performance Bond and Payment Bond required is one (1). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120. The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers. The successful bidder shall, upon award of the contract, obtain surety certification on both the Payment Bond and the Performance Bond by taking the completed bonds to the Ventura County Clerk Division of the County of Ventura, Lower Plaza, Administration Building, 800 S. Victoria Ave., Ventura, CA. The fee for each certification is $5.00.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Carlos Sandoval, RNT Architects csandavol@rntarchitects.com 805-642-3641

CC: Ryan Hughes, VUSD Bond Facilities Planner, ryan.hughes@venturausd.org 805-901-9620

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any

irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within ten (10) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders**. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions**.

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Purchasing not less more than five (5) business days after the date of the bid opening. The protest must include the name, address, telephone number, and email address of the person representing the protesting party. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. The protest must refer to the specific portions of all documents which form the bases for the protest.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within thirty (30) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Board of Education, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Ventura Unified School District
Board of Education, c/o Business Services Department
255 W. Stanley Avenue, Suite 100
Ventura, CA 93001

c. Appeal Review: The Board of Education shall review the decision on the bid protest from the Director of Purchasing and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of Board of Education or the Hearing Officer shall be rendered as soon as practicable given the meeting schedule of the Board, but in no case more than thirty (30) calendar days from the date the written appeal is received. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, DIR registration numbers, email addresses and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.).

16. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of the Bid Documents.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. DIR Registration. To perform the work required by this notice, the Contractor, and all listed Subcontractors, must be registered with the Department of Industrial Relations (DIR), and must maintain current registration throughout the duration of the contract. If, at the time of award of the Contract, bidder is not registered with DIR in accordance with Labor Code section 1725.5, such bid will not be considered and the Contractor will forfeit its bid security to the District.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code

section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

20. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing to the Architect. **Such request by bidder must be received by the Architect no later than ten (10) days prior to the bid opening date.** The request for substitution must be accompanied by evidence as to whether the proposed substitution:

1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
2) Will entail no changes in detail, construction and scheduling of related work;
3) Will be acceptable in consideration of the required design and artistic effect;
4) Will provide no cost disadvantage to the District;
5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6) Will require no change in the Contract Time.

Bidder shall provide with the request for substitution, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be approved. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is approved by the District shall be documented and processed through an Addendum to the bid documents, published and distributed to all bidders no later than 72 hours prior to the bid due date and time.

21. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

22. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem

such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

23. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

24. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

25. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. The Bid & Contract Documents are available on the Secure Bids Portal which can be accessed from the District Website under Current Bids & Proposals at: https://www.venturausd.org/services/business-services/purchasing.

28. Bid Proposal Submittal. Bid Proposals shall be submitted electronically via the District's Secure Bids vendor portal before the latest date/time for submitting Bid Proposals. See Call for Bids for link to the District's Secure Bids vendor portal. Bidders are solely responsible for timely submission of Bid Proposals through the District's Secure Bids vendor portal. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and executed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the Secure Bids Technical Support at sbsupport@colbitech.com. The District does not guarantee timely availability of assistance, or assurance that any given problem will be resolved by the latest date and/or time for submitting Bid Proposals.

29. Date and Time of Bid Proposal Submittal. The Secure Bids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's Secure Bids vendor portal.

30. Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

31. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

32. Time of Completion. The time of completion of the work to be performed under this Contract is of the essence to this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. All work under this Contract shall commence on the date stated in the District's notice to the Contractor to proceed and shall be completed per the Special Conditions, Liquidated Damages and Extensions of Time.

33. Fingerprinting. Contractor is hereby made aware of the requirements of Education code section 45125.1 which requires employees of any entity that has a contract with a school district to have certain employees who will have contact with students to be fingerprinted pursuant to that law, and to not allow such employees to work around students until such time as the Department of Justice has cleared the employee to do so. If it becomes necessary for Contractor's employees to work around students, Contractor shall certify in writing that it has complied with section 45125.1 and shall inform all subcontractors who must work around students of the requirements of that law, further requiring subcontractors to certify compliance with the law.

34. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District

b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,

d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ❑ Designation of Subcontractors
- ❑ Bid Form acknowledging all Addenda
- ❑ Contractor's Certificate Regarding Workers Compensation
- ❑ Non-Collusion Declaration
- ❑ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ❑ Acknowledgment of Bidding Practices Regarding Indemnity
- ❑ Contractor's Certificate Regarding Drug-Free Work Place
- ❑ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- ❑ Contractor's Certificate Regarding Prevailing Wage
- ❑ Contractor Certification of Financial Relationships in Regard to Roofing Project
- ❑ Contractor Certification of Pupil Contact and Employee List
- ❑ Contractor Qualification Evaluation Form

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where 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 authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

No contractor or subcontractor may be listed on a bid proposal for a public works project, or may be awarded a contract for public work, unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. All public works projects are subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system.

DESIGNATION OF SUBCONTRACTORS FORM

Description AND Portion of Work	Name of Subcontractor	Location & Place of Business	E-Mail	Phone Number	License Type AND License Number	DIR Registration Number

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

Address: _____

Phone: _____

BID FORM

BID: **E15-24 ATLAS CLASSROOMS 2 & 3 CONVERSION**

BIDS TO OPEN VIA SECURE BIDS: March 28, 2024 2:00 PM

Board of Education
Purchasing Department, 2nd Floor
VENTURA UNIFIED SCHOOL DISTRICT
255 W. Stanley Avenue, Suite 100
Ventura, California 93001

TO: Ventura Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

E15-24 ATLAS CLASSROOMS 2 & 3 CONVERSION

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **TOTAL BASE BID** CASH PURCHASE PRICE IN WORDS & NUMBERS:

ATLAS CLASSROOM 2 & 3 CONVERSION

_____ DOLLARS ($ _____)

ALTERNATE No 1: NA

_____ DOLLARS ($ _____)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within ten (10) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

9. The District may award a contract to separate contractors on an individual project or combination of projects, whichever is to the best interest of the District. The bidder may specify that the District acceptance of one project shall be contingent upon the District's acceptance of one or more additional

projects submitted on the same bid. It may be necessary to delete portions of the bid award depending on the availability of District funds.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

_____

_____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license and Department of Industrial Relations (DIR) registration information:

License Number: _____

License expiration date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within ten (10) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

_____
Proper Name of Company

_____
Name of Bidder Representative

_____
Street Address

_____
City, State, and Zip

(_____) _____
Phone Number

(_____) _____
Fax Number

_____
E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

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:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which 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 employees.

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of 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 provision before commencing the performance of the work of this Contract.

_____

(Signature)

_____

(Print)

_____

(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 submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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 _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Ventura Unified School District or a certified check payable to the order of the Ventura Unified School District in an amount equal to ten percent (10%) of the base bid and alternates ($_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

_____

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Ventura Unified School District (hereafter called "District") in the sum of _____ ($_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20___.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

a. If said Bid is rejected, or

b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within ten (10) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

_____
Typed or Printed Name

_____
Principal's Title

(Corporate Seal)

By _____
Surety's Signature

_____
Typed or Printed Name

_____
Title

(Attached Attorney in Fact Certificate)

_____
Surety's Name

_____
Surety's Address

_____
Surety's Phone Number

(This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals and Attorney-in-Fact Certificates, attached hereto.)

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

_____

_____

_____

(Name and Address of agent or representative for
service of process in California if different from above)

_____

_____

_____

(Telephone Number of Surety and agent or
representative for service of process in California).

_____

_____

_____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Ventura Unified School District

RE: Project Number _____

Construction Contract for _____

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

_____

Contracting Party

_____

Name of Agent/Title

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 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 service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting 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:

1. 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.

2. Establishing a drug-free awareness program to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;

3. 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Ventura Unified School District 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 awarded herein is subject to termination, suspension of payments, 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.

DATE:_____ _____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all construction zones at all times.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

CONTRACTOR'S CERTIFICATE REGARDING PREVAILING WAGE

I certify that I am aware of the provisions of Section 1770 et. seq. of the Labor Code of the State of California which require the payment of prevailing wages to all workers employed on a public works project, and that I will comply with such provisions upon commencement and throughout the performance of the work of this Contract.

DATE:_____

_____
CONTRACTOR

By:_____
Signature

CERTIFICATION OF FINANCIAL RELATIONSHIPS
IN REGARD TO ROOFING PROJECT

TO: The Board of Education of the Ventura Unified School District:

I, _____ (Name), _____ (Name of Contractor/Employer), certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ (Name), _____ (Name of Contractor/Employer), certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ (Name), _____ (Name of Contractor/Employer), have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

BID NO. E15-24 ATLAS CLASSROOMS 2 & 3 CONVERSION

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ _____
Signature Date

_____
Print Name

_____
Print Name of Contractor/Employer

IMPORTANT NOTICE: Any person who knowingly provides false information or fails to disclose a financial relationship in this disclosure shall be subject to a civil penalty in an amount up to one thousand dollars ($1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.

CONTRACTOR'S QUALIFICATION EVALUATION FORM

VENTURA UNIFIED SCHOOL DISTRICT

ATLAS CLASSROOMS 2 & 3 CONVERSION

BID NO. **E15-24**

Total Points _____ Qualified _____ Disqualified _____
(to be completed by District)

I_____, hereby declare that
(Printed Name)

I am the_____of
(Title)

_____submitting
(Name of Firm)

this declaration; that I am duly authorized to sign this declaration on behalf of the above named firm; and that all information set forth in this declaration and all attachments hereto are, to the best of my knowledge, true, accurate and complete as of its submission date.

I further understand that any material misrepresentation made herein shall result in automatic disqualification.

I declare under penalty of perjury that the foregoing is true and that this declaration was executed

in _____
(Location and City)

County of_____, State of _____

on _____ _____
(Date) (Signature)

Actual
Point
Rating

1. LICENSE AND DIR REGISTRATION

A. **PRIME Contractor will have a California B license** on the date of the bid.

No	= Disqualfied	
Yes	= 0	_____

B. License previously suspended or revoked within the past five (5) years.

No	= 0	
Yes	= -5	_____

C. Contractor will be registered with the Department of Industrial Relations (DIR) on the date of the bid.

No	= Disqualfied	
Yes	= 0	_____

2. SURETY

A. How many times has Contractor's surety had to complete work in the last five (5) years?

once or more	= Disqualfied	
never	= 0	_____

B. Able to bond for this project:

less than $2,000,000	= Disqualified	
more than $2,000,001	= 0	_____

Please state current surety: Name _____

Contract _____

Phone No. _____

3. EXPERIENCE MODIFICATION RATE

Contractor's current Experience Modification Rate for workers' compensation.

Bad	= 1.20 & greater	= -3
Poor	= 1.00 to 1.19	= 0
Average	= .60 to .99	= 3
Good/Excellent	= 0 to .59	= 5

Maximum points allowable: = 5 _____
(attach Certificate of Insurance showing rate)

4. SUPERINTENDENT/PROJECT MANAGER

Number of public works projects of which the superintendent or project manager, that the prospective Contractor has designated would be assigned to this project, has been in charge.

Name of Superintendent or Project Manager: _____

0 projects	= -5
1 project	= 1
2-3 projects	= 5
4 or more projects	= 8

Maximum points allowable: = 8 _____

5. ARBITRATION AND LEGAL CLAIMS

A. Number of claims of $25,000 or more made by an Owner or the Performance/Payment Bond Surety against prospective Contractor, for (1) poor workmanship, (2) incomplete performance, OR (3) unexcused delays in completion, which were resolved against the prospective Contractor in litigation, arbitration or mediation or were settled by prospective Contractor or its insurers/sureties, or resolved by the payment of liquidated damages or actual delay damages or a deduction in Contract Price, within the past five (5) years.

3 or more Claims settled against Contractor within past Five (5) years	= Disqualification

2 Claims settled against Contractor within past Five (5) years	= -10
1 Claim	= 0
No Claims	= 10

Maximum Points Allowable: = 10 _____

B. Number of claims of $25,000 or more for extra compensation which were asserted against Owners within the past 5 years, which were resolved with the result that this Contractor, its surety or insurer failed to receive a recovery in an amount equal to or exceeding 50 percent of the amount claimed.

3 or more Claims asserted by this Contractor within past five (5) years	=	Disqualified
2 Claims asserted by this Contractor within past five (5) years	=	0
One Claim asserted by This Contractor within past five (5) years	=	5
No Claims	=	8
Maximum points allowable:	=	8 _____

6. PRIOR DISQUALIFICATION DURING THE PAST 5 YEARS FOR REASONS OTHER THAN FINANCIAL CAPACITY TO PERFORM THE SIZE OF THE PARTICULAR PROJECT.

A. By VUSD

Yes ____	= -10
No ____	= 0
Maximum points allowable:	= 0 _____

B. By Others

Yes ____	= -5
No ____	= 0
Maximum points allowable:	= 0 _____

7. CONSTRUCTION EXPERIENCE

A. Total number projects the Contractor has completed, within the past five (5) years that cost over $2,000,000

0 projects	=	Disqualified
1-4 projects	=	3
5-6 projects	=	5
7 or more projects	=	7

Maximum points allowable: = 7 _____

B. Total number of Public Education Facilities and Public Works projects completed by the Contractor that cost over $1,500,000 within the past five (5) years.

Zero education facilities projects within past five (5) years	=	Disqualified
1 project	=	0
2 projects	=	3
3-4 projects	=	5
7 or more projects	=	7

Maximum points allowable: = 7 _____

8. REFERENCES

Submit a referral form for each of 5 projects of which (1) must be a public works education project completed by the Contractor as the prime contractor within the past five (5) years, that cost over $1,500,000 on the enclosed form including:

1. Name of project.
2. Address of project.
3. Owner's address and phone number and name of a contact person with working knowledge of the project.
4. Construction cost.
5. Date of completion.
6. A brief description of the work.

Use the Referral Form provided at the end of this section; make copies of the form for each reference.

TOTAL POSSIBLE EXPERIENCE POINTS 45 Max _____

TOTAL POSSIBLE REFERENCE POINTS 250 MAX _____

* * * * * * * * * * * *

*** To be completed by VUSD** for each of 5 References*

On a scale of 1-5, with 5 being BEST

01. Adequate Personnel: …….. _____

02. Adequate Supervision: ……. _____

03. Adequate Equipment: ……. _____

04. Timely Paperwork: ……. _____

05. Adhered to Schedule: ……. _____

06. Communication: ……. _____

07. Change Order Proposals: ……. _____

08. Commissioning & Warranty Work: …… _____

09. Paid Subs & Suppliers: ……. _____

10. Quality of Work Overall: ……. _____

TOTAL (50 Points Maximum): ……. _____

* * * * * * * * * * * *

9. RATING QUALIFICATION PROCEDURE

The District has pre-established a rating system for qualification of bidders. Contractors who receive 206 or more points based on this rating system will be considered as a bidder for this project.

Contractors who receive 205 or fewer points, or who:

(1) do not have the proper license by time of bid; or

(2) have had a surety finish work on any contract in the past five years; or

(3) do not meet minimum standards for bonding capacity (as described in the qualification statement); or

(4) have had three (3) or more claims filed against them of $25,000 or more within past 5 years by Owner or Surety for poor workmanship, incomplete performance, or unexcused delays in the completion of the project, which were resolved against the prospective Contractor in litigation, arbitration or mediation or were settled by prospective Contractor or its insurers/sureties, or resolved by the payment of liquidated damages or actual delay damages or a deduction in the Contract Price; or

(5) have filed three (3) or more claims of $25,000.00 or more against Owners for extra compensation which were, within the past 5 years, resolved with the result that the prospective Contractor, its surety or insurer failed to receive a recovery in an amount equal to or exceeding fifty percent of the amount claimed; or

(6) have not completed at least one public school project, as a prime contractor with the public entity, within the past five (5) years, that cost over $2,000,000; or

(7) did not attend the mandatory pre-bid meeting; or

(8) failed to provide all information in qualification documents

Shall not be permitted to submit bids for the project.

REFERRAL FORM

(LIST TO BE CONSIDERED RESPONSIVE)

(Complete one form for each referenced project, make additional copies as required)

1. Project Name & Address: _____

_____

_____

2. Owner's Name/Address _____
Phone No./ Contact Person:
Email address _____

_____

_____

_____

3. Construction Cost: _____

4. Date of Completion: _____

5. Brief Description: _____

* * * * * * * * * * * *
* To be completed by VUSD*

On a scale of 1-5, with 5 being BEST

01. Adequate Personnel: …….. _____

02. Adequate Supervision: ……. _____

03. Adequate Equipment: ……. _____

04. Timely Paperwork: ……. _____

05. Adhered to Schedule: ……. _____

06. Communication: ……. _____

07. Change Order Proposals: ……. _____

08. Commissioning & Warranty Work: …… _____

09. Paid Subs & Suppliers: ……. _____

10. Quality of Work Overall: ……. _____

TOTAL (50 Points Maximum): ……. _____

* To be completed by VUSD *
* * * * * * * * * * * *

END OF QUALIFICATION EVALUATION FORM

[End of Bid Documents to be Submitted with Bid]

CONSTRUCTION AGREEMENT FORM

THIS AGREEMENT, entered into this____ day of_____, 20__ in the County of Ventura of the State of California, by and between the Ventura Unified School District, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with **ATLAS CLASSROOMS 2 & 3 CONVERSION, ATLAS ELEMENTARY SCHOOL** ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within one hundred and fifty-two (152) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of **Two Thousand Dollars ($2,000.00)** per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS ($_____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco

Contractor Certification of Pupil Contact and Employee List
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7(and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a **Class B General Building Contractor's License**, issued by the State of California, which must be current and in good standing.

ARTICLE 11 - NOTICE AND SERVICE THEREOF: Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely, (a) if the notice is given to the District, by personal delivery thereof to the Project Construction Manager of the District, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the District, postage prepaid and certified; (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at:

_____

_____

_____

postage prepaid and certified; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Ventura Unified School District	CONTRACTOR:
By:_____	_____ Typed or Printed Name
By: _____ Ahsan Mirza Assistant Superintendent, Business Services	_____ Title
	_____ Signature
Dated: _____	
	_____ Type or Printed Name
	_____ Title (Authorized Officers or Agents)
	_____ Signature
	(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the VENTURA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the VENTURA UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars ($_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled

to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the_____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the VENTURA UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____ _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the VENTURA UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

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

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____ _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____TWO____ (____2___) year from the date of the Notice of Completion of the above-mentioned structure by the Ventura Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

	Countersigned
_____	_____
(Proper Name)	(Proper Name)
By: _____	By: _____
_____	_____
(Signature of Subcontract or Contractor)	(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

_____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the Ventura Unified School District, 255 W. Stanley Avenue, Suite 100, Ventura CA 93001, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for ____ _____in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.

2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the

Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Contractor:

_____

Title

_____

Name

_____

Signature

_____

Address

On behalf of Agent:

_____

Title

_____

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER	CONTRACTOR
Title	Title
Name	Name
Signature	Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Ventura Unified School District within ten (10) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

2. Workers' Compensation/ Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(_____) _____
(Telephone Number)

DATE:_____ _____
CONTRACTOR

By:_____

Signature

CONTRACTOR CERTIFICATION OF PUPIL CONTACT AND EMPLOYEE LIST

To: Board of Education
Ventura Unified School District
Attention: Purchasing Department

From: _____ (Contractor Name)

Subject: Certification of Pupil Contact and Contract Employee List

Reference: Purchase Order #_____ Contract # _____

Project Name/Location_____

Our company has been contracted by your school district to perform one or more of the following or similar services that may have contact with pupils:

____ Janitorial ____ Landscape ____ Food-Related

____ Administrative ____ Transportation

____ Other Services (Specify)

Pursuant to California Education Code (EC) 45125.1, we as the entity (contractor) have read and understand the following requirements in regards to contract employees:

1. Provide for submission of the fingerprints of myself and those employees who may have any contact with pupils to the California Department of Justice (CDOJ) in a manner authorized by CDOJ. Such clearance documents, when received from CDOJ, are on file in our office and available for your inspection.

2. Do not permit any employees to come in contact with pupils until CDOJ clearance is ascertained.

3. Certify in writing to the governing board of your school district that none of our employees who may come in contact with pupils have been convicted of a violent or serious felony as defined in EC 45122.1 (as identified in Penal Code Sections 667.5 and 1192.7). Such certification is provided herein.

4. Provide a list of the names of company employees who may come in contact with pupils to the governing board of our school district. This enclosed list will be kept current and sent to you when there are updates.

5. Meet the above within legal and contract timeline requirements.

I hereby certify for our entity (contractor) that none of our employees who may come in contact with pupils in your school district have been convicted of a violent or serious felony as defined in EC 45122.1 (as identified in Penal Code Sections 667.6 and 1192.7).

The following is a list of our employees who may come in contact with pupils of your school district. I will keep this list current and send you a revised list when there are updates.

Name **Site**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Company Name

_____ _____
Contact Name (Officer or Employee) Title

_____ _____
Authorized Signature Telephone Number

_____
Date

ARTICLE 1
DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based

upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). See Article 7.3.

1.1.11 Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively 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 District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". See Article 8.1.1

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Ventura Unified School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District Representative shall have the delegated authority as further defined in Article 1.1.2. This District Representative may be an employee of the District who may have the delegated authority as set forth in Article 1.1.3, and may also include Construction Managers. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings or Plans 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. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). See DSA website.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the

facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 8.1.4.

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR)/ Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 9.3.

1.1.31 Project is the complete construction of the Work performed in accordance with the Contract Documents.

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

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. See Article 9.9.1

1.1.35 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 8.3.2.9.1. See Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 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.

1.1.42 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.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 9.9.1.1); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; and (3) the

Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions/ Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, Payment Bond or Performance Bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract 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 (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 out 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 Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

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. All Contract Documents form the Contractor's Contract with the District. 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. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study Plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Section 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete*. Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some Drawings and not others, this does not mean

the Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical Drawings, the plumbing for the air conditioning is shown on another Drawing, and the electrical shown on the electrical Drawings, the Contractor is to provide a complete and working air conditioning system. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *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 either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor. The Contractor is responsible for the whole Project as contractually set forth as the Contract Documents. 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 them.

1.2.1.4 *Conflicts*. In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *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, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

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 and municipal 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. Such checking shall include review of Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify the Inspector, Architect and District 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 Project. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *Ambiguity and Inconsistency*. 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. Prior to commencing any portion of the Work, Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, 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 Price or the time for performance. Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the project to ensure the Work performed under the Contract conforms to Contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

1.2.1.7 *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 of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *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 Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. Approval of Plans for such a portion of the Work may be deferred until the material suppliers and Subcontractors are selected. All Deferred Approvals are noted in the Plans and Specifications. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all Deferred Approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

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.

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 *General Conditions*. The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Contractor and District.

1.2.3.4 *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. 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.

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

1.2.3.6 *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."

1.2.3.7 *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 at the date of the Contractor's proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to 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.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the Drawings, the following rules shall apply:

a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.

b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

c. Larger scale Drawings shall take precedence over smaller scale Drawings.

d. At no time shall the Contractor base construction on scaled Drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

a. General Conditions take precedence over Drawings and Specifications.

b. Supplemental Conditions take precedence over General Conditions.

c. The Agreement Form shall take precedence over the Supplemental Conditions.

d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

e. Addenda shall take precedence over Drawings and Specifications.

f. General Conditions shall take precedence over Addenda.

g. Drawings and Specifications take precedence over the Soils Report.

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

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. The Contractor may retain one Contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project 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 District's property interest or other reserved right.

ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may 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.

2.1.3 Soils Report Part of the Contract Documents: Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Contractor's use in preparing its bid and Work under this Contract. Where the Plans and Specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the Drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Contractor's responsibility to ensure that Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the Contract Price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE REQUIREMENTS OF THE SOILS INVESTIGATION REPORT. CONTRACTOR UNDERSTANDS THAT PLANS, DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

2.1.4 Utilities

2.1.4.1 *Location of Point of Connection*. The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

2.1.4.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any Subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Article 8.4.

2.1.4.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the main or trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunkline, which the District has endeavored to locate on the Plans, service connections or laterals to these utilities may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility main or trunkline discovered by Contractor in a different position than provided by the Regional Notification Center. With respect to main or trunklines, Contractor is to immediately notify District if the location is substantially different than as shown in the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

2.1.4.4 *Other Utilities.* In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner of the service connection, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the Plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Plans or is in a position different from that shown on the Plans and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 Existing Utility Lines; Removal, Relocation

2.1.5.1 *Main or Trunkline Facilities*. If the Contractor while performing the Contract discovers utility facilities not identified in the Contract Documents, Contractor shall notify the District and utility in writing prior to commencing work.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities located in a substantially different location than in the Plans and Specifications, and for equipment in use on the project necessarily idled during such work. This Work shall be performed in accordance with Article 7 of these General Conditions.

2.1.5.2 *Assessment*. Nothing in these subparagraphs shall be deemed to require the District 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 and could be inferred from the Main or Trunkline shown on the Drawings.

2.1.5.3 *Notification*. If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents. Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within forty eight hours after discovery of any utility facilities not identified by District in the

Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements

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

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (48 HOUR NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty-eight (48) hour written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare Deferred Approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a delay to the critical path, or delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the Americans with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the forty eight (48) hour period, the Contractor fails to Cure and correct the deficiency noted in the 48 hour notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention

Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to cure under Article 2.2 ("Article 2.2 Notice" or "Notice of Partial Default") shall be served by e-mail (with a copy provided by regular mail) to the e-mail address provided on the Bid submitted and copied to the Project Superintendent.

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of critical path delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

3.1.1.1 *Responsibilities*. It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

3.1.1.2 Performance of the Work. The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24, Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the

Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District 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.

3.1.7 Obligations not Changed by Architect's Actions

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 or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Full Time Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District Representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has

arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) 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 (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

District 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.

3.3 LABOR AND MATERIALS

3.3.1 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, air conditioning, utilities, transportation, and other facilities, services and permits 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.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or Subcontractor's employees from bringing any animal onto the Project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this

Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received. Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until final acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 Assemblies

For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary, (including engineering as specifically required with Shop Drawings or Deferred Approvals) for complete assemblies and complete working

systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and Specifications.

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest 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. Contractor's warranty to District includes, but is not limited to, the following representations:

3.4.1 In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

3.4.2 In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

3.4.3 If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall

be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

3.4.4 This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

3.5 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. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 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 necessary 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). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Article 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees*. DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 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. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every 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 or project delay.

Pursuant to Title 24 Section 4-343(b):

> "Contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction."

To help Contractor plan its operations, Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located on DSA's website.

Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

3.7.1.1 Detailed Schedule of Values (See Article 9.2)

3.7.1.2 Submittal Listing and Schedule for Submittals

3.7.1.3 Critical Path Baseline Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

a. Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.

b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the District or Architect), shall provide complete designs, shall be stamped by the structural steel Subcontractor, Contractor, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 3.9.

c. In no case shall the submission of structural steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

3.7.2.2 *Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement*. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of Milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

3.7.2.3 *Piecemeal Submissions of Submittals*. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete. .

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one 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 Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals*. Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants Deferred Approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to access floors, bleachers, elevator guide rails and related elevator systems, exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., skylights, window wall systems, storefronts, stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means Drawings, diagrams, equipment or product 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.

3.9.1.3 *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.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and Product Data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *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 Architect 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.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by District.

3.9.2.2 *Purpose for Shop Drawings.* Shop Drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contact Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents,

Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material Specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

3.9.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with 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.

3.9.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The Shop Drawings are not a reproduction of the architectural or engineering Drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.5 *Shop Drawings Engineering Requirements*: Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.2.6 *DSA Approvals Required Prior to Work*. No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 8.

3.9.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. 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.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for Deferred Approvals at Division 1 of the Specifications. All Deferred Approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for Deferred Approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a Deferred Approval item may proceed on the components until DSA approval is received. Contractor has provided DSA

approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals*: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Description of Use and Performance Characteristics*: Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

3.9.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

3.9.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specifications are being met by the product.

3.9.4.5 *Contractor Responsible for Jobsite Dimensions*: Some material is custom-Fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review 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. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

3.9.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

3.9.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

3.9.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.4.10 *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 timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project 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. 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. Refer to Division 1. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements. Submittal Procedures for further information.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., 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: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, 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 Article 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and

the Specifications (as long as the Specifications do not conflict with General Conditions. In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining Specifications sections shall be interpreted as if the general conditions language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 3.7.2.1. 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 Division 1 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations and Coordination.* By submitting Shop Drawings, Product Data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, 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, including the construction schedule.

3.9.7.2 *Contractor Coordination.* Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

> "[Contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.
>
> _____
> Signature of Contractor and date

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, Product Data, samples, etc., shall not deviate from the *requirement*s of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 3.10.4, "Substitutions."

3.9.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents*. Review by District 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.

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned not reviewed by the Architect for resubmission by the Contractor. Refer to Submittal Procedures of the Specifications for additional information. The Contractor shall be responsible for any related delays and shall not be the basis for any Claim.

3.9.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop Drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Plans and Specifications, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 4.5 and consequential damages associated with a CCD to revise Plans and Specifications to accommodate the deviation from approved Plans and Specifications.

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, Product Data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves 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. 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, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Substitution Request **no later than ten (10) days** prior to the date and time bids are due and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific 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 the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 3.10.4, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract Price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

3.10.4 Substitution Request Form

Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing to the Architect. **Such request by bidder must be received by the Architect no later than ten (10) days prior to the bid opening date,** except as provided for in Article 3.10.3.

The request for substitution must be accompanied by evidence as to whether the proposed substitution:

a. Is equal in quality/service/ability to the Specified Item;

b. Will entail no changes in detail, construction, and scheduling of related work;

c. Will be acceptable in consideration of the required design and artistic effect;

d. Will provide no cost disadvantage to the District;

e. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and

f. Will required no change of the construction schedule.

Bidder shall provide with the request for substitution, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be approved. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is approved by the District shall be documented and processed through an Addendum to the bid documents, published and distributed to all bidders no later than 72 hours prior to the bid due date and time.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all DSA review costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division

of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

3.10.5 Substitution Requests After Bid

The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 3.10.4 above. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 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 and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.11.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District'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 District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance

of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;

b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.

c. Repair or replace any damaged materials. Replace any chipped or broken glass.

d. Remove any and all stains.

e. Remove labels that aren't permanent labels.

f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds

g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

h. Remove temporary film that remains on any hardware, doors or other surfaces.

i. Seal the bottom and tops of all doors

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

a. Remove putty stains from glazing, then wash and polish glazing.

b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.

c. Remove temporary protection and clean and polish floors and waxed surfaces.

d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint

e. Wipe surfaces of mechanical and electrical equipment.

f. Remove spots, soil, plaster and paint from tile work, and wash tile.

g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.

h. Vacuum-clean carpeted surfaces.

i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES AS ADDRESSED IN ARTICLE 6.

3.13.1 Special Inspection, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200 miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. See also Article 4.3.6.

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.14.2 Review

The review by the 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.

3.15 INDEMNIFICATION

3.15.1 Contractor

See Agreement Form. Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the indemnity and hold harmless language in the Agreement Form.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

3.16 SUBMISSION OF DAILY REPORTS

3.16.1 General

By 10:00 a.m. on the following business day, the Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous day's Work. If there is a Construction Manager, the original Daily Report is to be provided to the Construction Manager and copies sent to the Architect and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the Daily Reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Daily Reports by Subcontractors or others shall be submitted through the Contractor.

3.16.2 Labor

The Daily Report shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

3.16.3 Materials

The Daily Report required shall describe and list quantities of materials used and unit costs.

3.16.4 Equipment

The Daily Report required shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees shall be noted.

3.16.5 Other Services and Expenditures

Other services and expenditures shall be described in the Daily Report in detail as the District requires.

3.16.6 Failure to Submit Daily Report

If Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 7.7.4.

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification 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 As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Builts at Completion of Work

Upon completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a stamp indicating the Drawings are As-Builts and certifying accuracy on the final set of As-Builts. Failure to deliver a complete As-Built set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

3.17.3 Log of Control and Survey Documentation

Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built Drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

3.17.4 Record Coordinates for Key Items

Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

3.17.5 BIM As-Built Drawings

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish 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 logical, sequential order, labeled, 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 Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, 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 District through the Architect.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District 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 the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. 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, District or CM in the Architect, District or CM'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

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the

District's communication shall be through the District's authorized designated person. The Architect and CM shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's Representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor. In the case where a CM is hired for the Project, the CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Article 13.5, whether or not such Work is Fabricated, installed, or completed. District may have Non-conforming Work removed and replaced pursuant to Article 9.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect (or CM) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section is does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

4.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Final Completion, shall receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents (See Article 9.11 for Close-Out). The handling by the Architect (or where applicable CM) 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.

On some Projects, the District will take a phased occupancy of the Project. In those cases, the District may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the District has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

If written warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholds necessary transfer such Warranty to the District for future use as part of the Punch List for the Project pursuant to Article 9.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make clarifications as necessary to interpret the Contract Documents.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more Project Inspectors employed by the District 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(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector 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 is not authorized to make changes in the Drawings or Specifications nor shall the Inspector'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.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that 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's Facilities

Within seven (7) days after the notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 4.3.2. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 8.1.4.

4.3.6 Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special

Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).

b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).

c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer

d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.

e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).

f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (Article 3.9)

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

h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 3.10)

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

j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

k. 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.

l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, Product Data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Article 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

4.6.2 Architect's Review

The Architect (and CM) will review Disputes and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Claim.

4.6.2.1 *Architectural Immunity*. Architect review of Claims shall be impartial and meant to resolve Disputes. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes between the District and Contractor.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Article 4.6.2 has been provided, the Contractor shall, within ten (10) days after the Architect's preliminary response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 4.6.2.

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process*. At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN

ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.4.

4.6.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

a. Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.

2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Contractor's own investigation under Article 2.1.

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.

b. The District shall investigate the conditions, and if District finds that the conditions do materially so differ, 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 or Construction Change Document under the procedures described in the Contract.

c. In the event that a dispute arises between the public entity or District and the Contractor whether the conditions materially differ, 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 scheduled Completion Date provided for 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.

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 8.4. Upon completion of the procedures set forth under Article 8.4, Contractor must then comply with the requirements in this Article including those set forth under Article 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.5.1.))

b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.

c. Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 4.6.1, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the

District. All Claims shall be reviewed pursuant to Articles 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

(1) The term "Claim" must be at the top of the page in no smaller than 20 point writing.

(2) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "Claim."

(3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation

(4) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

d. Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial, arbitration or other legal proceeding.

e. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

1. Cover letter.

2. Summary of factual basis of Claim and amount of Claim.

3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.

4. Documents relating to the Claim, including:

   a. Specifications sections in question.
   b. Relevant portions of the Drawings
   c. Applicable Clarifications (RFI's)
   d. Other relevant information, including responses that were received.
   e. Contractor Analysis of Claim merit.

(a) Contractor's analysis of any Subcontractor vendor Claims that are being passed through.
(b) Any analysis performed by outside consultants
(c) Any legal analysis that Contractor deems relevant

f. Break down of all costs associated with the Claim.

g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 8.4 chronology of events and related correspondence.

h. Applicable Daily Reports and logs.
(a) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
(a) The meta data and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
(b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
(c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

f. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;

3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.

g. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

h. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed. *Claims Procedures in Addition to Government Code Claim.* Nothing in the Claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

4.6.9.5 *Warranties, Guarantees and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

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 the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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.

5.1.2 Subcontractor Licenses

All Subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

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

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's Work. Contractor will be held accountable for damages to District for that Work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' Work as fit and proper for reception of its Work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

6.1.1.3 To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

6.1.1.4 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.5 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.)

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S SOLE REMEDY FOR

DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District's Right to Carry Out the Work

See Article 2.2.

6.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 District Notice to the Contractor of Other Contractors

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when:

a. Notice is provided in the Contract Documents of other scope of Work,

b. In the case where there is known Work to be performed by other Contractors

c. For outside contractors hired by utilities

d. Where the Contract Document provides "Work by Others" or "By Others"

e. Where specifically noted during the Pre-Bid Conference

f. Where specifically noted in the Mandatory Job Walk

g. By CO or ICD,

h. With respect to the installation of :
   1. Furniture,
   2. Electronics and networking equipment,
   3. Cabling,
   4. Low voltage,
   5. Off-site work,
   6. Grading (when by a separate contractor),
   7. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)
   8. Deep cleaning crews,
   9. Commissioning and testing,
   10. Keying and re-keying,

11. Programming

6.1.4.2 Exception where no Coordination is Required on the Part of the Contractor for Turn Key Operations. If the Contractor has specifically outlined a "Turn Key" or "Complete Delivery" of a final completed operational school in writing as part of the Baseline Schedule..

6.1.4.3 The Contractor shall make any revisions to the Baseline Schedule (or Schedule Update) and Contract Sum deemed necessary after a joint review and mutual agreement. The Baseline Schedule (or Schedule Update) shall then constitute the Schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect, District, and Inspector to ensure timely and proper progress of Work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As constructive owner of the Project site, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this Agreement as being adequate coverage in case of calamity.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3.12, the District may clean up and allocate the cost among those it deems responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District 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 District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. 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. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20118.4 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any Claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Document.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused

by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

a. A description of 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.

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 and Supplementary General Conditions for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in the Supplementary General Conditions and Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with $0 and no additional time. Contract may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for pricing purposes as long as the RFP is submitted within the timeline provided by the RFP, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an IC*D. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order*. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

A RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly

shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 A RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, Subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 A RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

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 interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

A RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Article 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Article 7.7 to validate any change in Contract Price due to proposed change or Claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. 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 Project Schedule as defined in Article 8. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of 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, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or CCD from time to time during the progress of the Project, Contract Sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material"

basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, 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. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Article 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.);

1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Article 7.7.2(d) or 7.7.3.

2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.

b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under Article 7.7.3; 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. *Basis for Establishing Costs*

(1) 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 workers compensation insurance (exclude insurance costs as part of the overhead and

profit mark-up), 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. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. 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.

(2) 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 District 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 District.

(3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $250 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. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

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 District 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 District.

All equipment shall be acceptable to the Inspector, 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.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding

under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

e. Other Items. The District 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 request for payment.

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

g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, Project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		EXTRA	CREDIT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		

		EXTRA	CREDIT
(e)	Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ **6.2%**- with a wage ceiling of $84,900; Medicare @ **1.45%**- no wage ceiling; FUTA @ **.8%**- with a wage ceiling of $7,000; ETT and SUI @ **2.3%**- with a wage ceiling of $7,000; Workers' Compensation @ **5.94%**; **Total not-to-exceed is 16.69%.** (*Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).*		
(f)	Subtotal		
(g)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed ten percent (10%) of Item (f).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (f)		
(k)	TOTAL		
(l)	Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes 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. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 *Adjustment for Time and Compensable Delay*. A CO shall also include any additional time required to complete the Project. 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 Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Article 7.7.3 (a) – (d) only, setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 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. All CO's are subject to Audit under Article 13.11 for discounts, rebates and refunds.

7.7.6 Accounting Records

With respect to portions of the Work performed by CO's and CCD's on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. See Article 7.7.1.1.

7.7.7 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No Claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such Claim shall be authorized by a CO.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Article 7.7.7 and Article 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 8
TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with the Project Milestones in the Contract Documents and shall proceed on a properly developed and approved Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 8.3.2.1 and as otherwise specifically noted in Article 8.

8.1.2 Notice to Proceed

District may give a Notice to Proceed within ninety (90) days of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within 10 days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and the grounds for notification and hardship shall be subject to Audit pursuant to Article 13.11. Should Contractor terminate the Contract as a result of a notice of postponement, District may award the Contract to the next lowest responsible bidder.

8.1.3 Computation of Time

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

8.1.4 Float

Float is time the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the Rain Day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

8.1.4.1 *Governmental Delay Float*. It is anticipated that there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than twenty-five (25) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require fifty (50) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require twelve and one half (12.5) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 25 days per one (1) year period, but Contractor is required to include not be less than 25 days of Governmental Delay Float during each one (1) year period.

Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 3.1.4, 48 hours advance notice of commencing Work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the Work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections is not Governmental Delay Float under Article 8.1.4.1. If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code section 17307.5(b).

8.1.4.2 *Inclement Weather (Rain Days)*. The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each calendar year for Southern California will be allotted for in the Contractor's schedule for each winter weather period or carried at the end of the schedule as Rain Float. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. Contractor has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay for periods noted as float in the Schedule. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

8.1.4.3 *Project Float*. The Contractor may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the Project or throughout each category of critical path work, Project float may be used as necessary during the course of the Project and allocated on a first, come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously 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 as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Recovery Schedule, or as a result of the Contractor's failure to plan, and inspection must be conducted outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Contractor.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order shall be issued from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing*: Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule within the ten (10) days noted, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *District Review and Approval:* District, Architect and CM will review both a paper and electronic copy of Baseline Schedule and may provide comments as noted in this Article and either approve or disapprove the Baseline Schedule. All Schedules shall be prepared using an electronic scheduling program acceptable to District. All Schedules shall be delivered in an electronic format usable

by the District. All logic ties and electronic information shall be included in the electronic copy of the Baseline Schedule that is delivered to the District.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications and Contract Documents.

8.3.2.4 *Submittals Must Be Incorporated (See Articles 3.7 and 3.9)*: Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *Float Must Be Incorporated*. The Baseline Schedule must indicate the beginning and completion of all phases of construction and shall use the "critical path method" (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. The Baseline Schedule must incorporate all Milestones in the Project and apply Governmental Float at each Milestone in the Contractor's discretion. The Baseline Schedule shall incorporate any Schedule provided by the District as part of the bid and shall note durations that will not be adequate or should be shortened based on Contractor's review. These changes shall be identified and incorporated into Contractor's Baseline Schedule as long as requested changes are made within 10 days after the District chooses to move forward with the Project. Scheduling is necessary for the District's adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in this Article 8. The Architect may disapprove of any Schedule or require modification to it if, in the opinion of the Architect or District, adherence to the any Schedule prepared by the Contractor will not cause the Work to be completed in accordance with the Agreement.

8.3.2.6 *No Early Completion.* Contractor shall not submit any Schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay Claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the bid will include a preliminary schedule indicating Milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor's Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor's plan to complete the Work and maintain Milestones at the next progress meeting, or before the next progress meeting. If Contractor is not able to build a Baseline Schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in the Baseline Schedule, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the Schedule and

falls significantly behind without undertaking the efforts to either submit and follow a Recovery Schedule or fail to submit a Recovery Schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in any Schedules submitted shall not be construed to be an approval of the error or omission and any flawed Schedule is not grounds for a time extension.

8.3.2.9.1 Inclusions in Baseline Schedule. In addition to scheduling requirements set forth at Article 8.3.2, Contractor is specifically directed to include (broken out separately) in Contractor's Baseline Schedule and all Schedule updates, the following items required pursuant to these General Conditions, including but not limited to:

1. Rain Day Float (excluding inclement weather) as required under Article 8.1.4.2. For example, if the NOAA provides 22 days of Rain Days, all 22 days must be incorporated and noted in the Baseline Schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.

2. Governmental Delay Float under Article 8.1.4.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset Liquidated Damages and shall not generate compensable delays.

3. Submittal and Shop Drawing schedule under Article 3.9.

4. Deferred Approvals under Article 3.9.

5. Time for separate contractors, including furniture installation and start up activities, under Article 6.1.

6. Coordination and timing of any Drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 2.1.4.

7. Testing, special events, or school activities

8.3.2.10 *Failure to include Mandatory Schedule Items*. District may withhold payment pursuant to Articles 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the District or Architect has notified the Contractor of failure to meet the Baseline Schedule or Updated Schedule requirements and provided a written notification of this failure and provided a written notice of Schedule preparation errors, and the Contractor fails to correct the noted deficiencies or the Contractor does not provide an updated Baseline Schedule correcting the deficiencies, then Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 8.3.2 and for the time required for failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall maintain all required Article 8.3.2 Schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If Contractor fails to include all Article 8.3.2 items in its Baseline Schedule or Schedule Updates

and the District either utilizes an Unapproved Schedule under Article 8.3.2.12 or does not object to the inclusion of required scheduling items, then all mandatory Schedule inclusions, including float, shall be utilized in the District's discretion. If the Contract Time is exceeded, then Contractor shall be subject to the assessment of Liquidated Damages pursuant to Article 8.4.

8.3.2.11 *Failure to Meet Requirements*. Failure of the Contractor to provide proper Schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule*. If the Baseline Schedule submitted by the Contractor is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the Baseline Schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the unapproved Baseline Schedule initially submitted shall be treated as the Baseline Schedule with durations shortened or revised to accommodate all float, all mandatory Schedule requirements under Article 8.3.2, any requirements in the Contract Documents, and all revisions by the District or Architect.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule*. Except in the case where there has not been agreement as to a Baseline Schedule, the approved Baseline Schedule shall be used to build future Schedule updates. Schedule updates shall be a CPM based Schedule consistent with the Baseline Schedule requirements of 8.3.2.

In the case that no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.12 unapproved Baseline Schedule, inclusive of all Milestones, float, comments and revisions by the District and Architect, all required Baseline Schedule Inclusions under Article 8.3.2, and any requirements in the Contract Documents.

8.3.3.2 *Schedule Updates*. Contractor shall update the approved Schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *Listing of Items Causing Delays*. Schedule updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 8.4.

8.3.3.4 *Recovery Schedule*. In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the Milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how Milestones

and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

a. Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.

b. Recovery Schedule Acceleration without Additional Cost. The District may require Contractor prepare a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:

1. Increase the number of shifts

2. Utilize overtime to recover the approved Schedule

3. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.

c. Recovery Schedule Acceleration without Additional Cost. If Contractor disputes that the Recovery Schedule acceleration shall be issued without additional costs, the Contractor shall submit concurrent with Recovery Schedule acceleration notice pursuant to Articles 8.4.3 and 8.4.4.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE DISTRICT SHALL NOT, HOWEVER, LIMIT THE DISTRICT'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to bear the risk of delays to Completion of the Work and that Contractor's bid for the Project was made with full knowledge of this risk.

In agreeing to bear the risk of delays to complete the Work, Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Completion of the Project within the Contract Time, and shall not entitle the Contractor to an adjustment to the Contract time.

8.4.3 Excusable Delay

Contractor shall not be charged for Liquidated Damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with Article 8.3 requiring preparation and submission of a properly prepared CPM schedule.

8.4.3.1 *Excusable Delay Is Not Compensable*. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

8.4.3.2 *Notification*. The Contractor shall notify the Architect in writing of any anticipated delay and its cause, in order that the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

8.4.3.3 *Extension Request*. In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. Blanket or general claims for extra days without specific detailed information as required herein or a blanket or general reservation of rights do not fufill the requirements of this Article and shall be denied. The justification must include, but is not limited to, the following information:

a. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.

b. Logical ties to the official Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragnent of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code section 7102 may apply to changes in the Work or delays under this Contract, the actual

delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 8.3.3.4, Contractor shall submit written notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 *Adjustment for Compensable Delays*. The Schedule may be adjusted for a delay if, and only if, Contractor undertakes the following:

a. Contractor submits a timely COR or CO pursuant to the requirements of Article 7.

b. Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD

c. Contractor has addressed all required float days in the Fragnet.

d. Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.5 No Additional Compensation for Coordinating Governmental Submittals and the Resulting Work

CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME IN THE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

8.4.6 District Right to Accelerate the Work

The District may direct the Contractor to meet schedule requirements when the Work has been delayed. The District shall compensate the Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

8.4.6.1 *Management of Acceleration*. Contractor acceleration shall not include Work that is part of the scope of Work detailed in the Plans and Specifications. Instead, the acceleration costs

shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract Work and not accelerated time. In such case, the District may object to the costs submitted.

8.4.6.2 *Costs for Acceleration*. Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. Contractor shall comply with submission requirements of Article 7.7.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum or Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 Required Information

Contractor shall furnish the following:

a. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, Milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project.;

b. Within ten (10) days after the date of the Notice to Proceed, a schedule of estimated monthly payment requests 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 District may require;

c. Within ten (10) days after the date of the Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values*. Schedule of Values shall be broken down by Project, site, building, Milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars ($10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances*. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate*. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Article 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is substantially complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. In the case of a Project designated substantially complex, the sum paid to the Contractor shall be equal to ninety percent (90%) of the value of the Work performed (as certified by the Architect and Inspector and verified by Contractor). The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

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 District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

a. The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars ($25,000) at any time or as otherwise agreed to be District in writing;

b. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

c. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its

reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

e. Representatives of the District shall have the right to make inspections of the storage areas at any time; and

f. Such materials shall be: (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

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 District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 which states:

> "It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties... In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders..."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Article 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project and the

data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the prompt payment of a Request for Payment or Request for Retention. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's verified representation that the Contractor is entitled to payment in the amount certified.

9.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract Claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 4.6 and 7.7.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

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

2. The amount being requested under the Payment Application 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;

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

4. A certification that the As-Built Drawings and Annotated Specifications are current;

5. Itemized breakdown of Work done for the purpose of requesting partial payment;

6. An updated or approved Baseline Schedule or other Schedule updates in conformance with Article 8;

7. Failure to submit an updated Schedule for the month or any previous month;

8. The additions to and subtractions from the Contract Price and Contract Time;

9. A summary of the Retention held;

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

11. The percentage of completion of the Contractor's Work by line item;

12. An updated Schedule of Values from the preceding Application for Payment;

13. Prerequisites for Progress Payments; and

14. Any other information or documents reasonably requested by the District, Architect, Inspector or CM (if applicable).

9.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

1. Installation of the Project sign;

2. Receipt by Architect of Submittals;

3. Installation of field office;

4. Installation of temporary facilities and fencing;

5. Submission of documents listed in the Article 9.2 relating to Contract Price breakdown;

6. Preliminary schedule analysis, due within 10 days after Notice to Proceed;

7. Contractor's Baseline Schedule (to be CPM based in conformance with Article 8);

8. Schedule of unit prices, if applicable;

9. Submittal Schedule;

10. Copies of necessary permits;

11. Copies of authorizations and licenses from governing authorities;

12. Initial progress report;

13. Surveyor qualifications;

14. Written acceptance of District's survey of rough grading, if applicable;

15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;

16. All bonds and insurance endorsements; and

17. Resumes of General Contractor's Project Manager, and if applicable, job site secretary, record documents recorder, and job site Superintendent.

9.4.1.3 *Second Payment Request.* The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the certified payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

9.4.1.5 *Final Payment Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Payment Application (100%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, 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. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and the Agreement Form, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107 or 20104.50.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Article 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

a. Defective Work not remedied;

b. Stop notices served upon the District;

c. Liquidated Damages assessed against the Contractor;

d. The cost of Completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;

e. Damage to the District or other contractor;

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, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, Schedule of Values, Product Data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;

i. Failure of the Contractor to maintain As-Built Drawings;

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

k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));

l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.;

m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;

n. Failure to properly maintain or clean up the Site;

o. Payments to indemnify, defend, or hold harmless the District;

p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;

q. Failure to submit an acceptable Baseline Schedule or any Schedule or Schedule update in accordance with Article 8;

r. Failure to pay Subcontractor or suppliers as required by Article 9.8.1;

s. Failure to secure warranties, including the cost to pay for warranties;

t. Failure to provide releases from material suppliers or Subcontractors when requested to do so;

u. Items deducted pursuant to Article 2.2;

v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process; or

w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, 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.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such

materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or 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. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.8.2 No Obligation of District for Subcontractor Payment

The District 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.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and 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. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depends on the school district and the specific circumstances.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *Incomplete Punch Items.* When the Contractor considers the Work Substantially Complete (See Article 1.1.46 for definition of Substantially Complete), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items" or "Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343(a) provides:

> "RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE

CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List for the Project. During the Punch List period, the Contractor's Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work pursuant to Article 2.2 and the issuance of a Deductive Change Order.

a. Extension of Time to Complete Punch List. If Contractor cannot finish the Punch List Work during the time period allotted under Article 9.9.1.3, the Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the District to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an itemized valued Punch List.

b. If there is no valued Punch List accompanying any request or if Contractor intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager (as required under Article 3.2), the District, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 2.2 and proceed to Close-Out the Project. Contractor shall cease work on the Project and proceed to complete Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.11.3.

9.9.1.4 *District Rejection of Written Request for Punch List Time Extensions*. Following sixty (60) Days of Punch List under Article 9.9.1.3, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 2.2 and deduct the value of remaining Punch List Work pursuant to Article 2.2. If the District rejects the Punch List Time Extension request then Contractor shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.11.2.

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.9.1.3 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contactor shall be charged Liquidated Damages of at least $750 per day for continued Punch List Work to partially compensate the Inspector, Architect, and Construction Manager's extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to reinspect Punch List items and perform the administration of the Close-out.

Contractor received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article 9.9.1.5 that $750 is due for each day of Punch List that exceeds sixty (60) days at $750, a cost much lower than typical (and actual) costs for Inspection, Architect and Construction Manager time required during Punch List. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed $750 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the Contractor within five (5) days following the receipt of a written request for Punch List Time Extension by the Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Contractor at any time following the first written request for Punch List Time extension requested under Article 9.9.1.3. The adjusted actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90^{th}) day of Punch List.

9.9.2 Close-Out Requirements for Final Completion of the Project

a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected

b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built Drawings

1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built Drawings

2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.

3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.

4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between $10,000 to $20,000 per building that does not have a corresponding Record As Built Drawing.

c. Any Work not installed as originally indicated on Drawings

d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code section 830.6 and exposes the District and the individual Board members to personal liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is Mandatory*. Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code section 17312 and shall be referred to the Attorney General for Prosecution.

2. *Referral to the District Attorney for Extortion*. If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for extortion.

3. *Contractor shall be Responsible for All Costs to Certify the Project*. The District may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (located at the DSA website). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all

costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.

g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:

1. The Work has been completed.

2. All fire/ life safety items are completed and in working order.

3. Mechanical and electrical Work complete, fixtures in place, connected and tested.

4. Electrical circuits scheduled in panels and disconnect switches labeled.

5. Painting and special finishes complete.

6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.

7. Tops and bottoms of doors sealed.

8. Floors waxed and polished as specified.

9. Broken glass replaced and glass cleaned.

10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.

12. Finished and decorative work shall have marks, dirt and superfluous labels removed.

13. Final cleanup, as in Article 3.12.

14. All Work pursuant to Article 9.11.

15. Furnish a letter to District stating that the District's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Article 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District 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. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Article 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect 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.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

a. Inspector sign-off of each item in the DSA 152 Project Inspection Card;

b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;

c. Removal of temporary facilities and services;

d. Testing, adjusting and balance records are complete;

e. Removal of surplus materials, rubbish, and similar elements;

f. Changeover of door locks;

g. Deductive items pursuant to Article 9.6 and Article 2.2; and

h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold pursuant to the Contract Documents (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a

failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any escrow agreement between the District and the Contractor.

a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:

1. A full and final waiver or release of all stop notices in connection with the Work shall be submitted by Contractor, including a release of stop notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

2. The Contractor shall have made all corrections, including all Punch List Items, 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 District required under the Contract Documents.

3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.

4. Contractor must have completed all requirements set forth in Article 9.9

5. Contractor must have issued a Form 6C for the Project.

6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

7. The Contractor shall have completed final clean up as required by Article 3.12

8. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other

words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Payment Application).

If Contractor submits a Final Payment Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Payment Application. The Contractor shall be notified that specific deductive items shall be included in the Final Payment Application. If Contractor either continues to submit the Final Payment Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Payment Application, then District may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 9.6 deductive items or process a unilateral Final Payment Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notice, or other defective work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300 as set forth in the form contained in the Bid Documents.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, 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 District, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, 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 within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect 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 which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this Section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

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.

Contractor is constructive owner of Project site as more fully discussed in Article 6.2.

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 District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, 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 District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

b. Avoid performing any Work that will disturb students during testing.

c. Provide substantial barricades around any shrubs or trees indicated to be preserved.

d. Deliver materials to building area over route designated by Architect.

e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.

h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 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 with 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 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 District.

10.2.8 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 District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District'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.

10.2.10 Site Access

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

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

10.3 EMERGENCIES

10.3.1 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

compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District 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 conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District 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 District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District 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 District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District 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 Project Site.

10.4.4 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.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

d. 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;

e. Claims involving 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

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

g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	$2,000,000.00
(b)	Project Specific Aggregate (for this Project only)	$2,000,000.00
(c)	Products and Completed Operations (aggregate)	$2,000,000.00
(d)	Personal and Advertising Injury Limit	$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

Any insurance deductibles in excess of $25,000.00 must be declared to and approved by the District.

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	$1,000,000.00
(b)	Material Hoist where used in amounts	$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	$1,000,000.00
(d)	Hazardous Materials	$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars ($4,000,000.00).

Any insurance deductibles in excess of $25,000.00 must be declared to and approved by the District.

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts, excluding the

requirement for Excess Liability Insurance coverage. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must 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 on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability 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 subcontracted, 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 insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than $1,000,000 and employers' liability limits of $1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The District shall maintain and cause to be maintained fire insurance for direct physical loss or damage excluding earthquake, flood and other perils (copy of owner's policy available upon request) on all work to which this Contract applies for the insurable value thereof with a deductible clause not to exceed the first $25,000.00 of each loss, including items of labor and materials connected therewith, whether in or adjacent to the structure insured; materials in place or to be used as part of the permanent construction; temporary structures, miscellaneous materials and supplies incidental to the work. District's property insurance does not cover anything not specifically named above and does not include Contractor's tools, tools owned by mechanics, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor or subcontractors, the capital value of which is not included in the work. (Contractors or Subcontractors are responsible for insuring the property until it is accepted for delivery at the site). Contractor shall be responsible for any damages and shall insure their interest for payment of damages to the work caused by perils insured by the District, up to the $25,000.00 deductible, and shall be additionally responsible for any damage to the structure or stored materials if caused by improperly installed or

unprotected work of this contract and any damages to the project, the work, the materials, or Contractor's tools, equipment, scaffolding, staging, towers and forms not covered by the District's insurance; provided that if such damage is caused by earthquake, and Contractor has installed the damaged work in accordance with applicable building standards and the contract documents, then Contractor's liability shall be limited to five percent (5%) of the amount of this Contract, in accordance with Public Contract Code section 7105.

11.4 FIRE INSURANCE

Refer to Section 11.3 Builder's Risk/ "All Risk" Insurance.

11.5 AUTOMOBILE LIABILITY

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of $1,000,000 per accident for bodily injury and property damage.

11.6 OTHER INSURANCE

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

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

> "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. 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 District 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 District.

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

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies 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 District and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish 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 as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. 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 Price, 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 bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities**. It is the duty of the contractor to complete the Work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, Inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the Work immediately. All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause Work to be done which is not in conformity with the approved Plans, Specifications, and Change Orders. The contractor must notify the Project Inspector, in advance, of the commencement of construction of each and every aspect of the Work.

12.1.1 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to $4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with Plans and Specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations under Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not Fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or Subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fees, and additional inspection and special inspection costs).

12.4.2 Two-Year Warranty Corrections

If, within one (2) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of Two (2) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Article 12.4.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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 District 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 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 mail to the last business address known to the party giving notice.

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 Inspector, the District, or the Architect 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 in writing.

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 Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's

representative and not by the Contractor. See Articles 3.13.1 and 4.3.6 regarding costs or expenses of inspection or testing outside of the Project Site.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector 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 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 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, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Articles 13.5.6 and 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 13.5.1 and 13.5.2 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 District, invoiced to the Contractor, and deducted from the next Progress Payment.

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 District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price 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 District or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.6.2 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 District or by the person to whom authority to accept has been delegated by the District.

13.6.3 No Tort Liability of District

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

13.6.4 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.

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District 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 works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project 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.

13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct 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.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

a. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record 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 Project.

b. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records 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 shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records 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 the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement 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(s) performing the Contract shall not be marked or obliterated. 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 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. 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 non-redacted copies of certified payroll records.

f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, 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 Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or

b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or

c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 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 for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to 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, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site 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, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "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 ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund

The Contractor 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 shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and

Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, 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 District 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 Business and Professions 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 Retention Payment to the Contractor, without further acknowledgment by the parties. If the District 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 shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District 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 District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, 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 five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right

to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this "Audit" is to quickly and efficiently resolve Disputes based on the actual costs incurred and to reduce the uncertainty in resolving Disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment are in error, or have has any other concerns or questions, the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce Daily Reports (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to an Audit findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings under Article 15 of these General Conditions.

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the

construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

- 2009 California Stormwater Quality Association Construction BMP Handbook .

- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

13.12.3.5 Within two weeks after Award of Contract by the District, the Contractor shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, Commissioned Architect and District's Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.

b. Keep the SWPPP, REAPs, monitoring data on the construction site.

c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").

d. Install, inspect, maintain and monitor BMPs required by the General Permit.

e. Install perimeter controls prior to starting other construction work at the site.

f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

g. Implement the SWPPP.

h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

i. Designate trained personnel for the proper implementation of the SWPPP.

j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.

k. Report monitoring data:

1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.

3. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.

l. At the end of Construction Contract:

1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.

2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination

of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

a. Issuance of an order of a court or other public authority having jurisdiction; or

b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

b. Persistently or repeatedly is absent, without excuse, from the job site;

c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;

f. Falls behind on the Project and refuses or fails to undertake a Recovery Schedule;

g. If the Contractor has been debarred from performing Work

h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the Surety:

a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;

c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,

d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its Surety.

14.2.5 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 and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including

contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or

c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace

the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Article be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Article are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

ARTICLE 15
DEBARMENT

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 BOARD FINDING

The District may debar a Contractor if the Board, or the Board's delagatee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 HEARING AND PRESENTATION OF EVIDENCE

If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advice the Contractor of the scheduled date for a debarment hearing before the District Board or its delegated designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

END OF GENERAL CONDITIONS

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SPECIAL CONDITIONS

1. **PROJECT**: ATLAS CLASSROOMS 2 & 3 CONVERSION

2. **OWNER**: Ventura Unified School District ("District")

3. **JOB NUMBER**: Bid No. E15-24

4. **SITE LOCATION:**

Atlas Elementary School
760 Jazmin Ave, Ventura CA 93004

5. GENERAL

These Special Conditions supplement the General Conditions and shall form part of the contract and all subcontracts.

6. PREQUALIFICATION

The District has determined that regardless of the Bid Proposal Amount, each bidder on this project must be prequalified. In accordance with Public Contract Code section 20111.5, each bidder must: a) submit a Prequalification Application in accordance with the Instructions for Bidders at least ten (10) business days prior to the last date for the submission of Bid Proposals set forth above, and be prequalified for at least five (5) business day prior to that date.
Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts of $1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non- responsive and returned to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified, shall be deemed nonresponsive. Contractors shall qualify at Qualitybidders.com

7. NOTICES AND PERMITS

The Contractor shall give all legal notices as required for the work of the contract unless otherwise specified. The Contractor shall be responsible to obtain all required city permits.

8. STORAGE OF MATERIALS

A. The District will assign to the Contractor allowable working areas for the storage of materials and the use of workmen. The Contractor shall keep his materials and equipment strictly within the limits assigned to him.

B. Materials shall be stored so as to cause no obstruction and shall be stored off sidewalks, roadways and underground services. The Contractor shall be responsible for protecting his materials and equipment.

9. WATER, LIGHT AND POWER

Required utilities, limited to electricity and water, used on the work will be furnished from existing outlets and paid for by the District. The Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

10. PROTECTION AND GUARDS

The Contractor shall provide such lights, barricades, chain link fencing, guardrails, posted signs, and other protective measures around the area of work at all times. It shall be the contractor's responsibility to keep gates closed and locked to prevent the general public from entering the campus or project area. Utility trenches must be covered while contractors are not on site. This fencing shall be tied shut and locked. A key to any lock provided by the contractor shall be given to the District and the inspector.

11. SANITARY FACILITIES

The Contractor shall provide temporary toilet facilities for on site located as directed by the District for the use of all workmen. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of District toilet facilities shall not be permitted except by approval of the District.

12. LAYOUT

a. The Contractor shall lay out and establish all construction lines; level, grades and locations required for the work and shall be responsible for the accuracy of it.
b. Elevations and temporary benchmarks shall be taken from the benchmarks set by the surveyor, verify grades, lines, levels, locations and dimensions as indicated. Contractor shall report any errors or inconsistencies before commencing work.
c. Protect all benchmarks and maintain them in place for the duration of the contract or until such time as District authorizes the removal.

13. DUST ABATEMENT

The Contractor shall take precautions to eliminate objectionable dust.

14. A.S.T.M.

Wherever designation is herein referred to, it shall mean the particular edition of the Publication of the American Society for Testing Materials, as listed in Section 117, Title 2.

15. REMOVAL OF SURPLUS MATERIALS

At the completion of the work, the contractor shall remove all equipment, surplus materials, construction debris and rubbish of every sort, and leave the premises in a clean, neat, and orderly condition. The Contractor shall use a metal detector to identify and remove all metal debris around construction areas on site. District trash bins are not to be used by the contractor.

16. RULES, REGULATIONS AND CODES

All work shall be performed in accordance with the latest editions of the following codes, regulations, rules, and documents. Reference is made in the specifications to the below-listed documents and such reference shall have the same force as if these documents have been repeated word for word therein.

A. 2022 Building Standards Administrative Code, Part I, Title 24 C.C.R.

B. 2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.; (2021 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH CALIFORNIA AMENDMENTS)

C. 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.; (2020 NATIONAL ELECTRIC CODE OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA, WITH CALIFORNIA AMENDMENTS)

D. 2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.; (2021 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)

E. 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.; (2021 UNIFORM PLUMBING CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)

F. 2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.

G. 2019 TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

H. 2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24, C.C.R.; (2021 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL)

I. 2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R

J. 2022 CALIFORNIAN GREEN BUILDING STANDARDS CODE, PART 11

K. Latest edition of the Division of State Architect (DSA) Structural Safety Interpretative Manual.

L. Rules of the National Board of Fire Underwriters. (Latest Rules)

M. Safety orders of Industrial Accident Commission, State of California. (Latest Ordinances)

N. National Electric Code. (Latest Code)

O. California Code of Regulations (CR), particularly Title 24, Parts 2, 3, 4, 5, and 9 with California amendments. (Latest Version)

P. City/County of Ventura ordinances. (Latest Requirements)

Q. Site workers need to have completed a 40-hour OSHA personal protection and safety course.

R. The EPA Renovation, Repair & Painting Rule (RRP), Effective on April 22nd, 2010. (Or Latest Update to the Rule)

S. Division of the State Architect (DSA) construction oversight procedures and regulations. (Latest Requirements)

17. NON-INTERFERENCE WITH OTHER CONTRACTORS

Other Contractors will be working on the project site(s) during time of construction. The Contractor must coordinate work with the District staff and other Contractors.

18. LIQUIDATED DAMAGES AND EXTENSIONS OF TIME

The work on the foregoing contract shall be completed by the dates below:

Contract Starting Date: May 1, 2023 to facilitate ordering materials, submittal approval, etc. (Board Approval of Bid Acceptance to Issue Notice of Award)

Construction Start Date: June 14, 2024

Construction Completion Date: August 9, 2024

Contractor Note: Awarded Contractor shall Provide a Construction Schedule to the District for Review and Approval.

Note: all work shall be complete, including the punch-list, by the completion date above. Submittal of deferred approval items and ordering and fabrication of materials shall commence immediately upon notice to proceed. The contractor will be given access to the site commencing the notice to proceed. All work including punch list items must be completed by the dates listed above.

It is understood that the District will suffer damages; and it being impractical and unfeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay the District as fixed liquidated damages and not as a penalty the sums of **two thousand dollars ($2,000.00)** for each calendar day the contract is delayed. The Contractor and his surety shall be liable for the amount thereof: provided that the Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, (including but not restricted to) Acts of God, or of the Public Enemy, Acts of the Government, Acts of the District, or Acts of another Contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delay of subcontractors due to such causes. The Contractor shall within ten (10) days from the beginning of any such delay (unless the District shall grant a further period of time to the date of final settlement of the Contract) notify the District in writing of the cause of delay, whereupon the District may extend the time for completing the work when in its judgment the findings of fact justify such an extension and its findings of fact thereon shall be final and conclusive on the parties hereto.

19. WORK HOURS AND NON-INTERFERENCE WITH SCHOOL

School Site will be in Summer Recess session with NO Students & Staff Onsite at the Campus through the Duration and Completion of this Project.

Working Hours for this Project Are: Monday Thru Saturday 7:00AM to 7:00PM (No Sunday Work is Allowed with out 48 Notice and Approval by the District)

Contractor shall Each Day Prior to Performing any work on the school sites, Shall Check in with the Front Office and Make the School Site Administrators Aware of the Contractor being onsite and the Locations of where the Fencing work will take place. The Contractor shall make every effort to be as productive as possible while keeping noise to a minimum. If portions of work are extremely loud or obtrusive to the school site during operating hours, ***the Contractor shall perform this portion of work After Hours (3:00PM to 7:00PM Monday Thru Friday and 7:00am to 7:00pm on Saturdays. No Sunday Work is allowed)***
(CONTRACTOR NOTE: THIS PROJECT REQUIRES OVER TIME AND WEEKEND WORK TO COMPLETE ON TIME TO HAVE READY FOR THE RETURN OF STUDENTS IN THE FALL OF 2024.)
The Contractor shall Safe Off/Barricade or otherwise create a safe barrier or separation between the work areas and the egress for students, staff, and General Public. The Contractor shall not leave any unsafe conditions at the end of each workday and shall if needed, install temporary measures to secure the site until the fencing work is completed.
Upon submission of bid, Contractor agrees to commit and comply with and is fully aware that the Project will require a large workforce and mandatory overtime and weekend work to complete the Project on time according to the Contract Documents related to meeting the Project completion date stated in this contract.

Bidding/awarded Contractor shall include all costs in their bid for all overtime and weekend work required along with any requirement for any increased manpower or workforce to complete the Project on time. No additional costs will be accepted by the District for overtime or weekend work or an increased workforce to complete the Project on time to meet the project completion date.

Bidding/awarded Contractor agrees upon submission of bid/award to refund to the District a credit/cost of **two thousand dollars ($2,000.00) for each Saturday** the Contractor does not have a full and complete working crew including management onsite completing the Work to meet the Project Completion Date.

No Sunday Work shall be allowed unless approved by the District forty-eight (48) hours in advance. ***Work considered noisy, i.e., jack hammering, shall be done on weekends, holidays or after school hours (after 3 p.m.) or during school holidays.*** Jack hammering work shall not begin before 8 a.m. and must cease at 7 p.m.

Contractor shall fence off and separate work force from students or faculty during all construction operations and set up safe zones for areas that have accident exposure conditions where any work of any kind is being performed that may have the ability to cause injury to the students, faculty, or public. No Exceptions.

ALL WORKERS WHO ENTER ANY PROPERTY WITHIN THE DISTRICT SHALL SIGN IN AT THE ADMINISTRATION OFFICE FOR THAT SCHOOL SITE OR WITH THE PRIME CONTRACTOR UPON ENTERING OR EXITING THE SCHOOL SITE. EACH CONTRACTOR OR THEIR SUBCONTRACTORS/ SUPPLIERS/DELIVERY PERSONNEL SHALL WEAR AT

ALL TIMES, AN IDENTIFICATION BADGE AND HIGH VISIBILITY VEST TO BE EASILY IDENTIFIED BY THE DISTRICT. THIS REQUIREMENT IS MANDATORY!

The District shall assist the Contractor in designating the areas of work and assist with clearing the area and making it available to the Contractor during construction.

20. KEYS

Keys to existing buildings where access is required related to the project may be signed out through the Facilities Services Department located at 359 South Victoria Avenue, between 7:30 A.M. - 3:30 P.M. Monday thru Friday. All keys must be returned and accounted for before final payments will be paid. Contractor will be held responsible for any keys lost, stolen, not returned, or signed off. The Contractor will bear all costs for re-keying all locks due to keys not returned.

21. SCOPE OF WORK ITEMS TO BE ESPECIALLY AWARE OF AND NOTED AS A PART OF THIS CONTRACT THAT WILL BE COMPLETED AT THE SCHOOL SITE:

The Contractor shall supply all Labor, Materials and Equipment required or necessary to complete the work called out in the contract documents and to be aware that this contract will require the following portions of work to be completed related to the **ATLAS CLASSROOMS 2 & 3 CONVERSION.**

The Contractor shall provide all labor, material and Equipment Required or necessary to Completely Renovate Classrooms #2 (102) & #3 (103) at Atlas Elementary School, Ventura Ca. The contractor shall demolish and remove, as called out in the project plans and specifications, all old existing flooring materials on floors to the existing concrete substrate underneath. Upon demolition of existing floor coverings, contractor shall grind and polish the existing concrete substrate per the project documents and seal upon completion. The Contractor shall demolish and remove all existing interior storage room structures and also demolish and remove the corner casework and case work on all walls, demolish and remove All exterior doors (Door Hardware gets returned to the District) Upon demolition and removal of the old casework, the contractor shall patch and repairs all existing interior wall surfaces and make ready for paint finishes. The contractor shall completely repair all wall finishes where indicated on plans and repair with new ceiling tiles all ceiling areas where demolition occurred to make way for new work as called out. The contractor shall remove misc. items from the interior walls including White Boards & Marker Boards, Projectors, Supply & Return registers, Window coverings, electrical raceways & wire mold along with any other item mentioned in the Project documents. Upon completion of all demolition in the 2 classrooms, the contractor shall patch & repair the existing walls then prime and paint per the project documents. The contractor shall install new sinks in each classroom and re-work or replace waste and water plumbing as needed or required for the installation of the new sinks in the case work. The Contractor shall construct a wooden soffit enclosure at each end of each classroom above the new teaching wall casework enclosure and the storage wall casework enclosures. The contractor shall construct the soffits and finish per the contract documents. The Contractor shall supply and install New Cabinetry and Casework as called out on the Contract documents and install complete. The Contractor shall provide Laminate color samples to the District/Architect for selection prior to fabricating. The Contractor shall remove the short throw project and save for reinstallation as shown on the Project plans. The Contractor shall salvage and return to the District the existing window shades. The Contractor shall remove and store for reinstallation, the Lighting Motion Sensor Mounted in the Ceiling. The Contractor shall remove for re-installation the FA Ceiling Strobe and WIFI Router. Upon completion of the ceiling all these devices shall be re-installed and tested for proper operation. The contractor shall leave all ceiling fans in each room in place and protect from damage during ceiling repair work. Contractor upon completion of the project shall clean all

pendent lighting, fans, and any other device or item at the ceiling areas for final inspection and sign off. The Contractor shall remove a section of ceiling tiles at each end of the classroom per plans sheet D-2.0 for the installation of the new framed ceiling/wall soffit assembly that will be construction to finish out the teaching and storage wall casework when installed. The contractor shall remove the wall clock and re-install upon installation of new finishes, Contractor shall remove and relocate the thermostat per the project plans.

For Further Information on all items to be demolished and removed, please see project plan sheets D-1.1, D-2.0, D-4.0 and any others as they apply. The contractor shall remove all trash and debris off site daily and keep all rooms, brooms swept and secured from Vandalism.

The contractor shall install new casework learning and storage wall & counter systems including new sinks for ADA & Non-ADA Use. The contractor shall install new ceiling tiles on ceilings. The Contractor, The Contractor shall install 4 different types of wall and cabinet finishes per the contract documents. Upon assembling classrooms with new finishes, the Contractor shall pay close attention to Plan sheet A-4.0 KEY NOTES related to what finishes go where and what interior work is to be completed. Also review “ALL” other plan sheets as they apply related to demo of old existing items and installation of new work. As apart of this new work, the contractor shall install new pendent ceiling lighting where shown and new exit signs in the 2 classrooms. The existing wall intercom will need to be protected in place. New wall and classroom signage will be supplied and installed by the contractor under this contract. New Fire Extinguisher cabinets and extinguishers will be supplied and installed by the contractor under this contract. Under this contract, the Bidding Contractor shall need to include the supply and install window tint on windows as called out in the project documents. The Contractor shall take note and follow the General notes 1-10 on plan sheet A-4.0 as a part of the installation of all new work. For new work, the Contractor shall include all labor, material & equipment required or necessary to supply and install 4 new exterior doors, door frames and all door hardware for each. New door installation requires the repair of the interior and exterior surfaces around each new exterior door being installed. When the Contractor constructs the new soffits and learning/storage wall areas & casework, contractor shall pay close attention and follow all plans sheets reflecting new construction and especially plan sheet AD-1.6 that shows cut sections of these areas for added information for constructing.

The Contractor shall install new electrical GFCI/ARC Falt receptacles and related power outlets as show at the new teaching wall area and new sink-storage areas for student & teacher usage. Contractor to review and follow all electrical and other drawings as they apply.

The Contractor Shall provide all labor, material and equipment required or necessary to remove and replace all sinks and other plumbing fixtures and plumbing as required or necessary to install all new waste, water and other new plumbing items called out in the contract documents and per plumbing plan sheets P-201 and P-301 and any other as they apply.

The Awarded Contractor shall protect all items not to be removed or replaced during construction in the 2 classrooms called out to be refreshed. Contractor shall immediately get on order, all long lead items related to case work and cabinetry, plumbing fixtures, Wall Finish Material items requiring lead times, electrical lighting fixtures and etc, any other item that would potentially have a long lead time needs to be submitted and ordered to not delay the project from being completed on time for the opening of school in the fall of 2024.

The Contractor shall also be prepared to remove any hazardous material item found or identified from the HAZMAT Reports being provided to not delay the project.

The Contractor shall include any testing, adjusting, balancing, FA Testing, Light Testing, Chlorination of new Plumbing Fixtures and any other finish test or verification item or process to successfully close out and certify the project.

The Contractor shall, upon completion, thoroughly clean all interior surfaces of each classroom for a final punch list walk and then immediately complete all punch list items found to close out the project once accepted. **PLANS & SPECIFICATIONS TO FOLLOW ON NEXT PAGES.**

The Contractor **shall, upon given notice of award, begin immediately with the submission of all material and other related submittals to have this process for submission completed within 30 days.** The district's intention is for the awarded contractor to begin immediately with the work upon the notice to proceed and as soon as the submittal for materials and related items is approved.

The contractor shall, always while on any school site, wear a High Visibility Safety Vest, Hard Hat, Safety Glasses, Gloves, Proper work boots, and Proper Clothing. No Shorts or sleeveless shirts of any kind. This requirement is mandatory. Any individual found to not follow this requirement shall be removed immediately and not allowed back on any school site until the violation is corrected. (THIS IS A MANDATORY REQUIREMENT)

Contractor shall field verify prior to bid, all existing "SITE" conditions at all exterior locations where work will take place at the surrounding areas/site.

Contractor shall thoroughly familiarize themselves with the condition of all substrates to ensure their bid is reflective of the amount of labor, materials and equipment that will be needed or required to complete **ATLAS CLASSROOMS 2 & 3 CONVERSIONS.**
No equipment or materials shall be left on site un-secured due to vandalism and the threat of theft or possibly fire UNLESS SECURLEY STORED. The Contractor shall make sure all items are secured or properly stored each day while on site so any weather event will not scatter debris around the work zone or campus endangering students or faculty.

All Managing or Supervisory workers shall be fingerprinted in accordance with state law relating to working on school sites. Contractor prior to the start of work shall submit to "the district" all fingerprint information for each worker who will be on site. No work shall commence until this information has been submitted, reviewed, and approved by the district. (CONTRACTOR NOTE: THIS REQUIREMENT IS MANDATORY. NO WORK WILL COMMENCE UNTIL THIS REQUIREMENT IS COMPLIED WITH. CONTRACTOR WILL BE DELAYING THE PROJECT START AND WILL BE NOTIFIED BY THE DISTRICT OF POSSIBLE LIQUIDATED DAMAGES BEING INITIATED DUE A CONTRACTOR CAUSED DELAY IN THE START OF THE PROJECT DUE TO NON-CONFORMANCE WITH THIS MANDATORY REQUIREMENT)

The contractor shall have on site, always, a project Superintendent who is solely responsible for managing all on-site work activities with all trades or subcontractors. The Superintendent shall not perform any physical work of any kind. The superintendent's sole purpose is to manage their work force to assure the project is completed in accordance with the contract documents and completion date to obtain close out and certification.

Project Reporting & Record Keeping by Awarded Contractor (Mandatory Project Daily Report & Sign In Sheet): As a part of this bid and the Project, the Ventura Unified School District has made it a mandatory requirement that the awarded contractor and their subcontractors-vendors or specialty tradespersons shall submit to the District on a daily basis and no later than at the end of each work day (no later than 12 midnight of that day), a completed hard copy original daily report of that day's Work activities that were performed at each Site by the Contractor, any Subcontractors or vendors and specialty tradespersons. The completed daily report required by each party shall include at a minimum the following information: (a) name of Contractor, Subcontractor, vendor and/or specialty tradespersons, (b) names of ALL individual persons performing any Work on Site, (c) type of trade of the individual worker who is performing Work

onsite, (d) hours worked by individual trade worker that day, (e) location of Work where the individual trade worker was performing that day's work, (f) names of supervisors for awarded Contractor and any Subcontractors, vendors or specialty tradespersons working on the Project Site, (g) hours onsite by supervisors, (h) information on companies' supervisors and who they represent while onsite, (i) all hours worked onsite by each supervisor, (j) a complete list of all equipment onsite DAILY being utilized for the Work to complete the Project from the Contractor and any Subcontractors, vendors or specialty tradespersons, (k) any materials delivered onsite of any kind. In addition to the submission of the daily report each day by the Contractor and its Subcontractors, vendors and/or specialty tradespersons, each party shall provide to the District a completed hard copy "sign in and sign out sheet" for that day showing each individual worker's name, trade title, company employed by, and signature.

The awarded Contractor and its Subcontractors, vendors and/or specialty tradespersons shall be aware and take note that as a part of this Contract **the District shall have the right and will back charge or deduct from the awarded Contractor's Contract after notification, a penalty fee of five hundred dollars ($500.00) for each time this requirement is not met by the awarded Contractor and/or any of its Subcontractors, vendors and/or specialty tradespersons.** Any party, prime contractor, subcontractor, vendor or specialty tradesperson providing a bid or proposal for this Project hereby acknowledges and agrees to comply with this requirement upon submission.

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PROJECT SPECIFICATIONS

ATLAS CLASSROOMS 2 & 3 CONVERSION

AT ATLAS ELEMENTARY SCHOOL
760 JAZMIN AVE
VENTURA, CA 93004

VENTURA UNIFIED SCHOOL DISTRICT
VENTURA, CALIFORNIA

Prepared By

RNT Architects
285 N Ventura Ave #102
Ventura, Ca 93001

Project No. 22943.01

February 08, 2024

STAMPS
00001



ARCHITECT



PLUMBING ENGINEER



ELECTRICAL ENGINEER

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ASBESTOS & LEAD HAZARDOUS MATERIALS MITIGATION - Asbestos & Lead Abatement Work Specifications

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

1.2 PROJECT INFORMATION

A. Project Identification: ATLAS Classrooms 2 and 3 Renovation.

1. Project Location: ATLAS Elementary School, 760 Jazmine Ave. Ventura, CA 93004.

B. Owner: Ventura Unified School District, 395 South Victoria Avenue, Ventura, CA 93003.

C. Architect: Roesling Nakamura Terada Architects, Inc., 285 North Ventura Avenue, #102, Ventura, CA 93001.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project consists of:
1. Conversion of classrooms 2 & 3 in Building Wing “I”

1.4 WORK RESTRICTIONS

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 areas within the Contract limits indicated. 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 for storage of materials.
2. Schedule deliveries to minimize use of driveways and entrances by construction operations.
3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
4. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

C. COORDINATION WITH OCCUPANTS
1. 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.

a. 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 approval of authorities having jurisdiction.
b. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

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

E. On-Site Work Hours: Limit work in the existing building to normal business working hours Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.

F. Existing Utility Interruptions: Coordinate interruption of utilities serving facilities occupied by Owner or others with 48 hours advance notice:

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

H. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

I. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.5 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. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.2 ACTION SUBMITTALS

A. Substitution Requests: Submit request in digital format for consideration. Identify 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 CSI Form 13.1A or approved equal.
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 revisions 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. Cost information, including a proposal of change, if any, in the Contract Sum.
    j. 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.
    k. 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: Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Forms of Acceptance: 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.
4. DSA Coordination: Any substitutions affecting DSA regulated items shall be considered as a Construction Change Document (CCD) or Addenda and shall be approved by DSA prior to fabrication and installation. (IR A-6 and Section 4-338 (c), Part 1).

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

A. Architect will issue Architect's Supplemental Instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change 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.
2. 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.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. 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.
6. 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.
7. Work Change Proposal Request Form: Use form provided by Owner.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Changes Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DOCUMENT (CCD)

A. Any changes to approved contract documents relating to the Division of the State Architect's (DSA) scope of review will be made by Construction Change Document (CCD) and submitted to DSA for review and approval. CCDs must be signed by the Architect of Record, Structural Engineer (when applicable), Delegated Professional Engineer (when applicable) and DSA.

1. Any substitutions affecting DSA regulated items shall be considered as a Construction Change Document (CCD) or Addenda, and shall be approved by DSA prior to fabrication and installation. (IR A-6 and Section 4-338 (c), Part 1).

2. All addenda must be signed by the Architect and approved by DSA. (Section 4-338, Part 1)

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
   1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

   1. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values.

   1. Arrange schedule of values consistent with format of AIA Document G703.
   2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
   3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   4. 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.
   5. 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.

1.3 APPLICATIONS FOR PAYMENT

A. Application for Payment Forms: Use forms acceptable to the Owner and Architect as form for Applications for Payment.

B. Transmittal: Submit three signed and notarized original copies or digital documents with secure digital signatures of each Application for Payment to Architect according to the schedule established in the Owner/Contractor agreement. One copy shall include waivers of lien and similar attachments if required.

C. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

D. 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. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Include "Contractor's Affidavit of Payment of Debts and Claims."
5. Include "Contractor's Affidavit of Release of Liens."
6. Include “Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.2 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use form provided by Owner. Sample copy is included in Project Manual.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. List email addresses and telephone numbers.

1.3 GENERAL COORDINATION PROCEDURES

A. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Preconstruction meeting.
6. Progress meetings.
7. Preinstallation conferences.
8. Project closeout activities.
9. Startup and adjustment of systems.

1.4 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 digitally submit an RFI.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Update RFI Log and provide copies to Owner and Architect at coordination meetings.

1.5 PROJECT MEETINGS

A. General: **Schedule and conduct** meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within **three** days of the meeting.

B. Preconstruction Conference: **Schedule and conduct** a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement.

1. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

D. Progress Meetings: **Conduct** progress meetings at **weekly** intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

    a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:
   1. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule 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 revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.

B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   1. Architect will discard submittals received from sources other than the Contractor.
   2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review 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.

C. 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.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with unique identifier including project identifier and Specification Section number followed by a revision identifier when necessary.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.

E. Options: Identify options requiring selection by Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

H. 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.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.

    a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2. Action Submittals: Submit digitally. Architect will return with review stamp and comments.
3. Informational Submittals: Submit digitally. Architect will not return review.
4. Certificates and Certifications Submittals: Provide 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.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment. Include the following information, as applicable:

a. Manufacturer's written recommendations, product specifications and installation instructions.
b. Standard color charts.
c. Statement of compliance with specified referenced standards.
d. Testing by recognized testing agency.
e. Application of testing agency labels and seals.
f. Notation of coordination requirements.
g. Availability and delivery time information.

2. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

3. Submit Product Data before or concurrent with Samples.
4. Submit Product Data in the following format:

a. PDF electronic file.

C. 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. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches .

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

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. 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.
2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Division of the State Architect, 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.

1.2 DEFINITIONS

A. 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.

B. 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. Services do not include contract enforcement activities performed by Architect.

C. 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.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. 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, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

I. Experienced: When used with an entity or individual, "experienced" 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.

1.3 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.

C. If any conflicts or inconsistencies exist between the specifications and the drawings (including the general notes), the more stringent requirements shall take precedence.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number 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. 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.

1.6 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.

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 qualified to practice in jurisdiction 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. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. 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.

H. Manufacturer's 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.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and DSA certified Inspector of Record, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will employ a Project Inspector approved by the Division of the State Architect who shall provide continuous inspection of the work. The duties of the inspector are defined in section 4-324, part 1, title 24, CCR. The project inspector shall be certified by DSA to inspect class 2 construction. The imspector shall be approved by the Architect of Record, Structural Engineer, Delegated Professional Engineer (when applicable) and Division of the State Architect.

2. Owner will employ a Testing Agency approved by the Division of the State Architect who shall provide testing services. The duties of the Testing Agency are defined in section 4-213, part 1, title 24, CCR. The Testing agency shall be approved by the Architect of Record, Structural Engineer and Division of the State Architect.
3. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
4. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

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. 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.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
6. Title 24, Parts 1-5 must be kept on site during construction.
7. Verify compliance with Title 24 for parts 1-6 and 9 as applicable.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. 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.

E. Testing Agency Responsibilities: Cooperate with Architect, DSA certified Project Inspector and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, DSA certified Inspector of Record and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through 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 any duties of Contractor.

F. Associated Services: 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:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: 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.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. 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 as the Work progresses.

1. Distribute schedule to Owner, Architect, DSA certified Inspector of Record testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction and in DSA Testing and Inspection form DSA-103 as the responsibility of the Owner as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, DSA certified Inspector of Record and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and DSA certified Inspector of Record and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

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 and Construction Manager'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 014000

SECTION 014200 - REFERENCES

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 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).

28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; http://ec.europa.eu/growth/single-market/ce-marking/
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa.ca.
65. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.

72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org .
79. ESTA - Entertainment Services and Technology Association; (See PLASA).
80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridaroof.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. IAS - International Approval Services; (See CSA).
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
113. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
114. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
115. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.

116. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
117. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
118. ISO - International Organization for Standardization; www.iso.org.
119. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
120. ITU - International Telecommunication Union; www.itu.int/home.
121. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
122. LMA - Laminating Materials Association; (See CPA).
123. LPI - Lightning Protection Institute; www.lightning.org.
124. MBMA - Metal Building Manufacturers Association; www.mbma.com.
125. MCA - Metal Construction Association; www.metalconstruction.org.
126. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
127. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
128. MHIA - Material Handling Industry of America; www.mhia.org.
129. MIA - Marble Institute of America; www.marble-institute.com.
130. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
131. MPI - Master Painters Institute; www.paintinfo.com.
132. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
133. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
134. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
135. NADCA - National Air Duct Cleaners Association; www.nadca.com.
136. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
137. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
138. NBI - New Buildings Institute; www.newbuildings.org.
139. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
140. NCMA - National Concrete Masonry Association; www.ncma.org.
141. NEBB - National Environmental Balancing Bureau; www.nebb.org.
142. NECA - National Electrical Contractors Association; www.necanet.org.
143. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
144. NEMA - National Electrical Manufacturers Association; www.nema.org.
145. NETA - InterNational Electrical Testing Association; www.netaworld.org.
146. NFHS - National Federation of State High School Associations; www.nfhs.org.
147. NFPA - National Fire Protection Association; www.nfpa.org.
148. NFPA - NFPA International; (See NFPA).
149. NFRC - National Fenestration Rating Council; www.nfrc.org.
150. NHLA - National Hardwood Lumber Association; www.nhla.com.
151. NLGA - National Lumber Grades Authority; www.nlga.org.
152. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
153. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
154. NRCA - National Roofing Contractors Association; www.nrca.net.
155. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
156. NSF - NSF International; www.nsf.org.
157. NSPE - National Society of Professional Engineers; www.nspe.org.
158. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
159. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
160. NWFA - National Wood Flooring Association; www.nwfa.org.
161. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
162. PDI - Plumbing & Drainage Institute; www.pdionline.org.

163. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
164. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
165. RFCI - Resilient Floor Covering Institute; www.rfci.com.
166. RIS - Redwood Inspection Service; www.redwoodinspection.com.
167. SAE - SAE International; www.sae.org.
168. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
169. SDI - Steel Deck Institute; www.sdi.org.
170. SDI - Steel Door Institute; www.steeldoor.org.
171. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
172. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
173. SIA - Security Industry Association; www.siaonline.org.
174. SJI - Steel Joist Institute; www.steeljoist.org.
175. SMA - Screen Manufacturers Association; www.smainfo.org.
176. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
177. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
178. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
179. SPIB - Southern Pine Inspection Bureau; www.spib.org.
180. SPRI - Single Ply Roofing Industry; www.spri.org.
181. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
182. SSINA - Specialty Steel Industry of North America; www.ssina.com.
183. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
184. STI - Steel Tank Institute; www.steeltank.com.
185. SWI - Steel Window Institute; www.steelwindows.com.
186. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
187. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
188. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
189. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
190. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
191. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
192. TMS - The Masonry Society; www.masonrysociety.org.
193. TPI - Truss Plate Institute; www.tpinst.org.
194. TPI - Turfgrass Producers International; www.turfgrasssod.org.
195. TRI - Tile Roofing Institute; www.tileroofing.org.
196. UL - Underwriters Laboratories Inc.; http://www.ul.com.
197. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
198. USAV - USA Volleyball; www.usavolleyball.org.
199. USGBC - U.S. Green Building Council; www.usgbc.org.
200. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
201. WA - Wallcoverings Association; www.wallcoverings.org
202. WASTEC - Waste Equipment Technology Association; www.wastec.org.
203. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
204. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
205. WDMA - Window & Door Manufacturers Association; www.wdma.com.
206. WI - Woodwork Institute; www.wicnet.org.
207. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.

208. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut fur Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).

4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. DSA; Division of the State Architect, California, www.dgs.ca.gov/dsa/.
7. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect,, Project Inspector, testing agencies, and authorities having jurisdiction.

B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use **without metering and without payment of use charges**. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

A. Field Offices: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

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.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities 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 UTILITY INSTALLATION

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. Sanitary Facilities: Provide temporary toilets, 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.

C. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

F. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

3.4 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
2. Utilize designated area within existing building for temporary field offices.
3. 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. 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.

C. Parking: **Use designated areas of Owner's existing** site for construction personnel.

D. Storage and Staging: **Use designated areas of Project site** for storage and staging needs.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

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.

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 **authorities having jurisdiction**.

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. Site Enclosure Fence: **Before construction operations begin**, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: **As required to enclose entire Project site or portion determined sufficient to accommodate construction operations**.

G. 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.

H. 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. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: 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 Period: 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 and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: 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.

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. 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. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

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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. Installation of the Work.
   2. Cutting and patching.
   3. Coordination of Owner-installed products.
   4. Progress cleaning.
   5. Starting and adjusting.
   6. Protection of installed construction.

B. Related Requirements:

   1. Section 011000 "Summary" for limits on use of Project site.
   2. Section 013300 "Submittal Procedures" for submitting surveys.
   3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
   4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

   1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affecting by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.6 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, 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. Visual Elements: Do not cut and patch construction in a manner that results in 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 other 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,**mechanical and electrical systems,** 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 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. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. 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.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. 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 Section 013100 "Project Management and Coordination."

3.3 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 (2440 mmin occupied spaces and 90 inches (2300 mm 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. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. 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.

H. 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.

I. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, 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. 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: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable 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.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. 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 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.

4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 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.

3.6 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 (27 deg C).
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.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

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 Section 017419 "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 ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 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 Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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. Warranties.
4. Final cleaning.
5. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 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: Complete 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 documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number.
5. Submit testing, adjusting, and balancing records.
6. 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 Substantial 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.
6. Advise Owner of changeover in utility services.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.
10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of **10** days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial

Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, 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.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 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 according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified 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 pest-control final inspection report.
5. 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, Architect and Owner 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.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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.
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 and Owner.
    d. Name of Contractor.

e. Page number.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. 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 and Owner.

E. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

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 Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations 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 certification of Substantial 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 not planted, mulched, or 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. Sweep concrete floors broom clean in unoccupied spaces.
h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
i. 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.
j. Remove labels that are not permanent.
k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

o. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
p. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Comply with waste disposal requirements.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. 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.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal:
1) Submit PDF electronic files of scanned record prints.
2) Submit Record Digital Data Files.
3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

b. Final Submittal:
1) Submit PDF electronic files of scanned Record Prints with markups.
2) Print each drawing, whether or not changes and additional information were recorded.

1.3 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued, or a digital version of plans readily viewable on site.

1. Preparation: 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 acceptable 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 photographic documentation.

2. 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.
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.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file **with comment function enabled**.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Contractor.

1.4 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

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SECTION 02 41 16 - STRUCTURE DEMOLITION

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. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by District.

B. Related Requirements:

1. Section 01 10 00 "Summary" for use of the premises, phasing requirements, interim housing considerations, coordination with occupants, etc.
2. Section 01 32 04 "Construction Progress Documentation".
3. Section 01 32 33 “Photographic Documentation” for preconstruction photographs taken before building demolition.
4. Section 01 74 19 “Construction Waste Management and Disposal”.
5. Section 02 41 19 "Selective Demolition" for partial demolition of buildings, structures, and site improvements.
6. Section 02 82 33 “Removal and Disposal of Asbestos Containing Materials”.
7. Section 02 83 33 “Removal and Disposal of Material Containing Lead”.
8. Section 02 84 33 “Removal and Disposal of Universal Waste and PCB”.
9. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.
10. Section 31 20 00 “Earth Moving”.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to the District ready for reuse or storage. Include fasteners or brackets needed for reattachment elsewhere.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the District that may be uncovered during demolition remain the property of the District.

1. Carefully salvage in a manner to prevent damage and promptly return to the District.

1.5 PRE-INSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for noise control and dust control.
6. Review procedures for protection of adjacent buildings.
7. Review items to be salvaged and returned to the District.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.

D. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.
2. Temporary interruption of utility services.
3. Shutoff and capping or re-routing of utility services.

E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before the Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that

recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.9 FIELD CONDITIONS

A. Building(s) to be demolished will be vacated and their use discontinued before start of the Work.

B. Building(s) immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

    a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

C. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.

1. Before building demolition, The District will remove the following items:

    a. All Movable Furniture.
    b. Digital Display Boards.

D. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Hazardous materials and locations are shown in the Drawings. The mitigation of this material is included in the Base Bid.

4. If hazardous materials are encountered that are not shown in the Drawings, do not disturb: immediately notify the District Construction Manager. Remove hazardous materials in accordance with Specification Sections 02 82 33, 02 83 33 and 02 84 33. The costs associated with such work shall be paid out of the appropriate Allowance, as approved by the District Construction Manager.

E. On-site storage or sale of removed items or materials is not permitted.

1.10 COORDINATION

A. Arrange demolition schedule so as not to interfere with The District's on-site operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI / ASSE A10.6 and NFPA 241.

2.2 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Section 31 20 00 "Earth Moving."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

C. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations. Comply with Section 01 32 33 "Photographic Documentation.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

B. Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to the District.
4. Transport items to storage area designated by the District.
5. Protect items from damage during transport and storage.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.

1. Arrange to shut off utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 PROTECTION

A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of demolition.

C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the District and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to the District and authorities having jurisdiction.

a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 01 50 00 "Temporary Facilities and Controls."

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.

E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

3.5 DEMOLITION, GENERAL

A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Maintain fire watch during and for at least one hour after flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.
4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the District and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

C. Explosives: Use of explosives is not permitted.

3.6 DEMOLITION BY MECHANICAL MEANS

A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

C. Salvage: Items to be removed and salvaged are indicated below:

1. WAP devices.

D. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, and footings, completely.

E. Existing Utilities: Abandon existing utilities and below-grade utility structures. Cut utilities flush with grade.

F. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.

1. Fill abandoned utility structures with satisfactory soil materials according to backfill requirements in Section 31 20 00 "Earth Moving."

G. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

H. Hydraulic Elevator Systems: Demolish and remove elevator system, including cylinder, plunger, well assembly, steel well casing and liner, oil supply lines, and tanks.

3.7 SITE RESTORATION

A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.

B. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 31 20 00 "Earth Moving."

C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 01 74 19 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Do not burn demolished materials.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

END OF SECTION 02 41 16

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SECTION 02 41 19 - SELECTIVE DEMOLITION

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. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 10 00 "Summary" for use of the premises, phasing requirements, interim housing considerations, coordination with occupants, etc.
2. Section 01 32 04 "Construction Progress Documentation".
3. Section 01 32 33 “Photographic Documentation” for preconstruction photographs taken before building demolition.
4. Section 01 50 00 “Temporary Facilities and Controls” for temporary construction and environmental protection measures for selective demolition operations.
5. Section 01 56 39 “Temporary Tree and Plant Protection”
6. Section 01 74 19 “Construction Waste Management and Disposal”.
7. Section 01 73 00 "Execution" for cutting and patching procedures.
8. Section 02 41 16 “Structure Demolition”.
9. Section 02 82 33 “Removal and Disposal of Asbestos Containing Materials”.
10. Section 02 83 33 “Removal and Disposal of Material Containing Lead”.
11. Section 02 84 33 “Removal and Disposal of Universal Waste and PCB”.
12. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.
13. Section 32 84 00 “Planting Irrigation”

1.3 ALLOWANCES

~~A. Allowances for repair of existing termite-damaged materials are specified in Section 01 21 00 “Allowances.”~~

1.4 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to the District ready for reuse or storage.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.5 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to the District that may be uncovered during demolition remain the property of the District.

1. Carefully salvage in a manner to prevent damage and promptly return to the District.

1.6 PRE-INSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Engineering Survey: Submit engineering survey of condition of building.

C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

D. 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 District 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.
4. Use of elevator and stairs.
5. Coordination of District continuing occupancy of portions of existing building and of District partial occupancy of completed Work.
6. Locations of proposed dust and noise control temporary partitions and means of egress.
7. Means of protection for items to remain and items in path of waste removal from building.

E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations. Comply with Section 01 32 33 "Photographic Documentation." Submit before Work begins.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.8 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.9 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.10 FIELD CONDITIONS

A. The District will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so the District operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by the District as far as practical.

C. Notify the District Construction Manager of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present. Contractor is responsible for removal of hazardous materials where the demolition or new work occurs. Such work shall be included in the Base Bid.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Hazardous materials and locations are shown in the Drawings. The mitigation of this material is included in the Base Bid.
4. If hazardous materials are encountered that are not shown in the Drawings, do not disturb: immediately notify the District Construction Manager. Remove hazardous materials in accordance with Specification Sections 02 82 33, 02 83 33 and 02 84 33. The costs associated with such work shall be paid out of the appropriate Allowance, as approved by the District Construction Manager.

E. Termite Infestation: It is not expected that active termite infestations will be encountered in the Work.

1. If active termite infestations are encountered, do not disturb; immediately notify the District Construction Manager who will have the infestations investigated. Allow three days when no work will be permitted on those portions of the Work suspected of having active termite infestations.

F. Storage or sale of removed items or materials on-site is not permitted.

G. Utility Service: 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.

1.11 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Contractor shall work with the District Project Manager to investigate the Existing warranties for the items which is impacted by new work.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.12 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with the District operations.

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 ANSI / 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. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by the District. The District does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video.

1. Comply with requirements specified in Section 01 32 33 "Photographic Documentation."
2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

E. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to District Construction Manager.

3.2 PREPARATION

A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 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 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 the District.
    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.

4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

    a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.4 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 Section 01 50 00 "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. Remove temporary barricades and protections where hazards no longer exist.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and 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. 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 cutting torches until work area is cleared 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 fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch and portable fire-suppression devices during and for at least 3 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."

B. 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.

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 the District.
4. Transport items to the District storage area designated by District.
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 District Construction Manager, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI (Resilient Floor Covering Institute).

E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section 07 51 13 Built-Up Asphalt Roofing for new roofing requirements.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

F. Air-Conditioning Equipment: Remove equipment without releasing refrigerants. Cap all ducts to remain, if new equipment is not immediately installed.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and 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 a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

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.

3.9 SELECTIVE DEMOLITION SCHEDULE

A. Refer to Demolition Plans including all the disciplines.

END OF SECTION 02 41 19

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SECTION 02 82 33 - REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

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. Hazardous Building Materials Survey Reports, prepared by the District's Consultant, are available from the District Construction Manager.

1.2 REFERENCE DOCUMENTS

A. The current issue of the following documents are incorporated herein and shall govern the conduct of the Work. Where conflict among requirements or with this specification exists, the more stringent requirements shall apply.

B. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Occupational Safety and Health Standards, General.
2. 29 CFR 1910.134 Respiratory Protection.
3. 29 CFR 1910.1001 Asbestos – General Industry.
4. 29 CFR 1910.1200, Hazard Communication.
5. 29 CFR 1926 Occupational Safety and Health Standards, Construction.
6. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists.
7. 29 CFR 1926.59, Hazard Communication.
8. 29 CFR 1926.1101 Asbestos – Construction Industry.
9. 40 CFR 61 Subpart A and Subpart M, USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAP).
10. 40 CFR, Part 763, The Asbestos Hazard Emergency Response Act.
11. 49 CFR Parts 106, 107, 171 to 179, The Transportation Safety Act, Hazardous Material Transportation Act.

C. California Code of Regulations (CCR):

1. Title 8, Section 1514, Personal Protective Equipment
2. Title 8, Section 1529 Asbestos in the Construction Industry.
3. Title 8, Section 1531 Construction Respiratory Protective Equipment.
4. Title 8, Section 3203 Injury and Illness Prevention Program.
5. Title 8, Section 5144 Respiratory Protective Equipment.
6. Title 8, Section 5155 Airborne Contaminants.
7. Title 8, Section 5194 Hazard Communication.
8. Title 8, Section 5208 General Industry Safety Orders, Asbestos Regulations.

D. State and Local Regulations: Those regulations promulgated under the Clean Air Act or Occupational Safety and Health Act and incorporated in a State plan recognized by EPA or OSHA, respectively.

1. San Diego Air Pollution Control District Subpart M, National Emission Standards for Asbestos, Rule 361.145 Standard for Demolition or Renovation.

2. San Diego Air Pollution Control District – Regulation XII, Rule 1206: Asbestos Removal, Renovation, and Demolition (Adopted and Effective 11/15/17).

E. American National Standards Institute (ANSI):

1. ANSI Standard Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems.

F. American Society for Testing and Materials (ASTM):

1. ASTM Standard D1331 Standard Test Methods for Surface and Interfacial Tension of Solutions of Surface Active Agents.
2. ASTM Standard E1368 Standard Practice for Visual Inspection of Asbestos Abatement Projects.
3. ASTM Standard E1494 Standard Practice for Encapsulation Testing of Friable Asbestos-Containing Surfacing Materials.

1.3 SUMMARY

A. Section includes the furnishing of all labor, materials, facilities, equipment, services, employee training, permits, agreements, waste transport and disposal necessary to perform the work required for asbestos removal in accordance with these specifications, EPA, APCD, OSHA, NIOSH, State of California regulations, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

B. Perform the work and provide service as needed to accomplish abatement of asbestos containing materials at the Project Site. Specific locations and materials to be removed/disturbed are indicated on the Drawings. Sampling data for identification of asbestos containing materials and non-asbestos containing materials is available from the District Construction Manager. The requirements of all regulations and specifications must be observed for the removal or disturbance of any material containing any amount of "asbestos." Confirm ACM and ACCM locations and quantities prior to initiating renovation activities

C. Comply with the requirements of all regulations and specifications for the removal or disturbance of any material containing any amount of "asbestos," including materials containing <1% asbestos.

D. Comply with all requirements of this specification. Alternate and innovative technologies and procedures are encouraged and must be submitted in detail for approval prior to any work being performed. Any alternative technologies submitted must have been written by a Certified Industrial Hygienist (CIH) or State of California Certified Asbestos Consultant (CAC).

E. In the event ACMs or ACCMs in addition to those indicated in the Drawings are discovered, do not disturb. Immediately notify the District Construction Manager who will have the additional materials tested.

F. Related Requirements:

1. Section 02 83 33 “Removal and Disposal of Materials Containing Lead” for lead abatement.
2. Section 02 84 33 “Removal and Disposal of Universal Waste and PCB” for Universal Waste and PCB abatement.

1.4 ALLOWANCES

A. Allowances for removal and disposal of ACM and ACCM in addition to those indicated on the Drawings are specified in Section 01 21 00 “Allowances.”

1.5 DEFINITIONS

A. All terms not defined herein shall have the meaning given in the applicable publications and regulations.

B. “Abatement Activities” shall mean all activities from the initiation of work area preparation through successful clearance air monitoring performed at the conclusion of an asbestos project.

C. “Air Lock” shall mean an enclosed space designed to control air movement between two areas. It is composed of sealed spaces with curtained doorways at its portals. A Worker Decontamination Facility contains at least three air locks.

D. “Ambient Air Monitoring” shall mean measurement or determination of airborne asbestos fiber concentrations outside but in the general vicinity of the work site.

E. “Amended Water” or “Wetting Agent” shall mean water to which an approved surfactant has been added in proportion of at least one (1) ounce surfactant to five (5) gallons water.

F. “Asbestos-Containing Materials (ACM)” shall mean any insulation, fireproofing, plaster, ceiling or floor tiles and any other building materials containing more than 1% asbestos (>1%).

G. “Asbestos-Containing Construction Material (ACCM)”, also referred to as “trace” asbestos materials, shall mean any material containing between one-tenth of one percent and one percent asbestos (0.1% - 1%).

H. “Asbestos-Contaminated Objects” shall mean any objects, which may be contaminated by asbestos or asbestos-containing material as determined by the Consultant.

I. “Asbestos Disposal” shall mean the removal of containerized asbestos, asbestos-containing material, asbestos-containing waste material and asbestos-contaminated objects from the regulated area to the final EPA approved disposal site.

J. “Authorized Visitors” shall mean any visitor authorized by the Consultant or any representative of a regulatory agency or other agency having jurisdiction over the project.

K. “Barriers or Containment Barriers” shall mean walls, tunnels, or enclosures erected to separate any section of an abatement area from adjoining spaces. Where indicated on drawings, barriers shall be constructed of 2'x 4's, with minimum 1/2" plywood walls, and all seams in plywood and

edges shall be sealed airtight with caulking. The inside (work) side of all such barriers shall be covered with two (2) layers of 6-mil polyethylene sheeting. Tunnels to maintain public access through a work area shall also be defined as part of the barriers. All lumber, plywood, and polyethylene shall be flame retardant and shall bear manufacturer's label.

L. "Baseline or Background Air Monitoring" shall mean a measurement *or* determination of airborne asbestos fiber concentrations inside the workplace and outside a building prior to starting abatement activities.

M. "Certified Clean" shall mean that a work area has no visible signs of fibrous materials or other contamination and does not have levels of airborne fiber above the defined air clearance criteria.

N. "Class I asbestos work" means activities involving the removal of thermal systems insulation (TSI) and surfacing ACM and PACM.

O. "Class II asbestos work" means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

P. "Class III asbestos work" means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

Q. "Class IV asbestos work" means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

R. "Clean or Decontaminate" shall mean to make a surface free of all visible and optically detectable fibers by thoroughly HEPA-vacuuming and wet washing with sponges and mops.

S. "Clean room" shall mean an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.

T. "Competent Person" shall mean one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them, In addition, for Class I and Class II work, one who is specially trained in a training course that meets the criteria of EPA's Model Accreditation Plan (40 CFR part 763) for supervisor, or its equivalent.

U. "Consultant" shall mean the consulting industrial hygienist. The Consultant is an independent party retained by the District to provide consultation services for asbestos abatement activities.

V. "Curtained Doorway or Entrance" shall mean a portal which limits air movement between two areas, constructed by placing two overlapping sheets of plastic over an existing or temporary doorway, by securing each along the top of the doorway, by securing the vertical edge of one sheet along one vertical side of the doorway, and by securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

W. "Decontamination Facility (DF) or Area (DA)" shall mean a series of connected rooms or spaces including clean room, shower room, and contaminated dirty (equipment) room, each separated by an air lock; and used for the decontamination of all workers, and their personal

protective equipment leaving an asbestos removal work area, as well as for access to such work areas. All decontamination facilities shall be a "structural" (i.e. capable of supporting workers standing above).

X. “Disposal Site” shall be an EPA approved landfill.

Y. “District” shall mean the San Diego Unified School District.

Z. “Disturb” shall mean contact that releases fibers from ACM, PACM, or ACCM. It includes any activity that disrupts the matrix of ACM, ACCM, or PACM, crumbles or pulverizes ACM, ACCM, or PACM, or generate visible debris from ACM, ACCM or PACM. Any activity which alters, changes, or stirs ACM or PACM, including encapsulation, enclosure or repair of ACM or asbestos contaminated material.

AA. “Encapsulation” shall mean procedures necessary to coat or saturate material with an approved encapsulant liquid to control the possible release of fibers into the ambient air. "Encapsulant" (sealant) shall mean liquid material which can be applied to other solid material which reduces the possible release of fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

BB. “Equipment room” means a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

CC. “Fiber” shall mean a particulate form of asbestos, 5 micrometers or longer, with a length-to-diameter ratio of at least 3 to 1.

DD. “Final Cleaning” shall mean that no three-dimensional material is visible to the naked eye.

EE. “Fixed Items” shall mean equipment, furniture, radiators, or other objects, which cannot be removed from the work area, plus walls and floors.

FF. “HEPA-Filtered Exhaust Units or Fans” shall mean a fan equipped with a High Efficiency Particulate Air:(HEPA)filter greater than 99.97 percent efficient by 0.3 micron DOP test, and complying with ANSI Z9.2, Local Exhaust Ventilation. It shall be used to create a pressure in a work area (reduced with respect to surrounding areas) in order to prevent the escape of asbestos fibers. It shall also be used to reduce and control the airborne concentration of asbestos fibers.

GG. “HEPA-Filtered Vacuum” shall be a vacuum cleaner specifically designed for and equipped with HEPA-filtration.

HH. “Install” shall mean set in place completely ready for normal use or service, including all necessary mounting facilities, connections and testing.

II. “Isolation Barriers” shall mean the construction of partitions, the placement of solid materials, and the plasticizing of apertures to seal off the workplace from surrounding areas and to contain asbestos fibers in the work area.

JJ. “Lockout” shall mean the safe, approved means for shutting down HVAC equipment, electrical panels or breakers and water so that they cannot be inadvertently turned back on.

KK. “Log” shall mean an official record of all activities that occurred during the project and it shall identify the District, Contractor, workers, floor number, date, work area, and other relevant information to the project.

LL. “Major Abatement” shall mean the removal of ACM under contained conditions utilizing full isolation and negative pressure ventilation systems.

MM. “Minor Abatement” shall mean the removal of ACM utilizing "glovebag" methods or modified containment.

NN. “Outside Air” shall mean the air outside the buildings and structures.

OO. “Outside/Ambient Air Samples” shall mean samples collected outside of the containment area in the building and analyzed using the NIOSH 7400 Method.

PP. Presumed Asbestos-Containing Material (PACM) means thermal systems insulation or surfacing material found in buildings constructed no later than 1980, unless rebutted according to 8 CCR 1529 (k)(4).

QQ. “Project” or “Project Site” shall refer to Marston Middle School.

RR. “Protect Fixed Items” shall mean to cover with solid enclosures and 6-mil polyethylene sheeting, and secure by taping or gluing water and airtight.

SS. “Provide” shall mean furnish (or supply) and install.

TT. “Regulated Area” shall have the meaning set forth in 8 CCR 1529, which is an area established by the employer to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the permissible exposure limit.

UU. “Remove Asbestos” shall mean to make a surface free of all visible fibrous materials or microscopically detectable asbestos fibers.

VV. “Renovation” shall mean an addition or alteration or a change or modification of building or the service equipment therefore which is not classified and an ordinary repair.

WW. “Repair” shall mean corrective action using specified work practices (e.g. glove bag, plastic tent procedures, etc) to minimize the likelihood of fiber release from minimally damaged area of ACM.

XX. “Replacement Material” shall mean any material approved by the District used to replace ACM.

YY. “Seal” or “Block and Seal” shall mean preparing a space or area such that there is no air movement or passage to and from the area. "Isolation barrier" shall mean the system of seals or other items, which prevent air movement to and from any work area.

ZZ. “Shift” shall mean a worker's or simultaneous group of workers' complete daily term of work.

AAA. "Surface Barriers Protective Coverings or Poly" shall mean the plasticizing of walls, floors, and fixed objects within the work area to prevent contamination during subsequent abatement activities.

BBB. "Surfactant" shall mean a chemical wetting agent added to water to improve penetration into asbestos-containing materials and thereby reduce the generation of airborne asbestos fibers.

CCC. "Work Area" shall mean an area where asbestos removal or other abatement procedures are being performed. A work area is considered a contaminated space between the times preparation begins and the time the area is certified clean by the Consultant.

DDD. "Work Place" shall mean the work area and the project site.

1.6 PRE-ABATEMENT MEETINGS

A. Pre-Abatement Conference: Conduct conference at Project Site.

1. The District will arrange a Pre-Abatement Conference, attended by a representative of the District, the Consultant, the General Contractor, and the Abatement Contractor.
2. The Contractor shall identify his Supervisor and Foreman at this conference.
3. Provide electronic copies of "Action Submittals" at least five working days prior to this conference.
4. Pre-Abatement Conference topics include:

    a. Contractor listing of existing site condition (e.g. damage).
    b. Contractor and supporting vendor site access and parking.
    c. Coordination of Contractor access routes to the work area, including approved doors, stairways, corridors, and elevators.
    d. Availability of building utility services, such as power, water, and drains.
    e. Determination of equipment and other movable items to be removed from the work area(s) by the Contractor, and the location of temporary storage space.
    f. Location, coverage, and use of isolation barriers and decontamination facilities.
    g. Emergency Response Procedures.
    h. Visual identification and quantification of ACM and ACCM.

1.7 ACTION SUBMITTALS

A. Asbestos Abatement Plan prepared and signed by a Competent Person. The Plan shall be site specific, and shall include minimally the following:

1. The proposed removal methods for each type of ACM or ACCM including a detailed listing of all materials, tools, equipment, and expendable supplies that will be used during the project. For each listed item provide (as appropriate) the manufacturer's name, catalog number or model, a description of its function and location of use, an actual sample or photocopy of manufacturer's brochure. The listing shall include at a minimum spray encapsulants, wetting agents, spray adhesives (including Material Safety Data Sheets (MSDS), and equipment including HEPA-vacuums, HEPA-filtered exhaust fans, respirators, protective clothing, waste containers, protective fireproof plastic coverings, sealing tapes, materials and compounds, temporary power and electric equipment, shower

water pumps and filters, encapsulating equipment, and materials for constructing decontamination facilities and barriers.

2. A sketch or written description detailing the regulated work area, decontamination set-up, waste-load out, location and number of negative machines.
3. A description of the exhaust system including proposed number, capacity, and location of HEPA exhaust units, and the method of discharge to the building exterior.
4. A work sequencing plan that includes the number of shifts, shift times, and number of workers per shift for each phase of remediation work. Include name, summary of experience, and certifications for asbestos work of all personnel, including supervisors who may be used during the contract period (minimum of one qualified supervisor is required).
5. A waste disposal plan including the labeling of waste containers, proposed waste hauler, and proposed landfill(s) for friable and non-friable asbestos waste.
6. A security plan including the locations of warning signs, prevention of unauthorized entry into the area, log book forms for recording entries into the work areas, accident prevention, equipment, and methods to communicate between personnel inside and outside the work areas.
7. An emergency/contingency plan including emergency ingress/egress from the work areas, accident notification policy, emergency fire and accident response procedures (including emergency decontamination procedures).

1.8 INFORMATIONAL SUBMITTALS

A. Pre-Abatement Submittals:

1. Copies of notifications to government entities, including San Diego Air Pollution Control District and California-OSHA (Division of Occupational Safety and Health). Notifications by Contractor are limited to only those parties Contractor is required to notify by law and this specification. Notification to the Project Inspector and Consultant are also required at least 5 days prior to commencement of each phase or mobilization of asbestos work.
2. Signed documentation of training and education of all proposed workers, including respirator fit tests and copies of OSHA specified medical exams with respirator approvals. If documents expire prior to final project completion, provide updated documents.
3. List of all Sub-Contractors proposed for this project, with their specialty and qualifications along with submittals meeting the same requirements.
4. Proposed waste hauler and copies of applicable licenses, including solid waste transportation registration issued by the California Department of Health Services Toxic Substance Division.
5. Proposed landfill for disposal of waste materials and letter from landfill authorizing hauler to dispose there.
6. A copy of the Contractor’s State of California, Department of Industrial Relations, Division of Occupational Safety and Health, Certificate of Registration for Asbestos-Related Work.

B. Submittals During Abatement Work:

1. Regulated area entry logs showing names of person entering the workspace, date and time of entry and exit.

2. Safety log, including record of any accident, emergency evacuation, and any other safety and health incident.
3. Submit on a daily basis to the Consultant:
    a. Personal air monitoring results as conducted by the Contractor.
    b. For OSHA Class I asbestos work, recording/printouts of negative pressure manometer readings inside containment.

1.9 CLOSEOUT SUBMITTALS

A. Submit immediately upon completion of abatement work:

1. Copies of manifests and receipts acknowledging disposal of all hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.
2. A copy of the entry-exit logbook.
3. All personal monitoring results.

1.10 PERFORMANCE REQUIREMENTS

A. Authority to Stop Work:

1. The District retains the authority to stop abatement work at any time the District and Consultant determines that conditions are not within the specifications and applicable regulations. The stoppage of work shall continue until conditions have been corrected and corrective steps have been taken to the satisfaction of the Consultant and/or District.
2. Stop Work Orders may be issued for, but are not limited to, the following:

    a. Poor work practices related to fiber control, including failure to adequately wet and failure to keep regulated area clean and free from debris.
    b. Excessive airborne fibers inside or outside the work area.
    c. Breaks in barriers.
    d. Loss of negative air pressure (i.e. a manometer reading of less than 0.02 inches of water) for any OSHA Class I Work.
    e. Any other situation (outside the work area) where the District and/or Consultant establishes that the airborne clearance criterion is reached (i.e. fiber concentration at or greater than 0.01 fibers/cc outside containment). When the clearance criterion of 0.01 fibers/cc is reached for non-work areas, stop work and initiate cleanup procedures to reduce airborne fiber levels to below 0.01 f/cc for non-work areas.

B. Project Supervision:

1. Provide English-speaking on-site Supervisor and at least one Foreman for each work area at all times while abatement work is in progress. The Supervisor and Foreman shall be Competent Persons, as defined by 8 CCR 1529, and must be experienced in asbestos abatement work, knowledgeable of all EPA, OSHA, and local regulations, and capable of skillfully executing all work promptly, efficiently, and in compliance with all requirements of this Specification.
2. Upon request of the District and/or Consultant, submit proof of qualifications and project experience for the Supervisor and Foreman.

3. The District reserves the right to have any supervisory personnel removed if they do not demonstrate the requisite experience or skills to safely direct the work, and adequately protect their own employees or District.
4. Instruct, train, and provide required protective devices for all workers of other trades who must enter any work area before it is certified clean. The instruction shall include, at a minimum, proper use and fitting of respiratory protective devices and protective clothing, entry and exit procedures for all work areas, hazards, or asbestos exposure, work procedures, and other safety requirements contained in this Specification.

    a. Proof of such instructions for other trades shall be supplied prior to being allowed to enter the work area.
    b. The instruction does not relieve the other trades from the regulatory requirements for medical surveillance and other requirements of 8 CCR 5144 for the use of respiratory protective devices. Copies of the medical surveillance examinations shall also be provided prior to being allowed to enter the work area.

C. Availability of Trained Personnel:

1. Since other construction-related activities cannot commence until the successful decontamination of the work area, it is imperative that a sufficient number of trained personnel be provided for the duration of abatement activities to complete the work within the required schedule.
2. Do not staff the project with untrained, unqualified, or any unapproved personnel to speed up the completion of the abatement work.

D. Protection of Persons and Property:

1. General Safety Requirements:

    a. Initiate, maintain, and supervise all safety precautions and programs in connection with the Work. Take all reasonable precautions for the safety of, and provide reasonable protection to prevent damage, injury, or loss to:

        1) All employees on the Work and other persons who may be affected thereby.
        2) All Work and all materials and equipment to be incorporated therein.
        3) Other property at the Project Site and adjacent thereto.

    b. Give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury, and loss.
    c. Remedy all damage or loss of any property caused in whole or in part by the Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The Contractor shall be responsible for the protection of any finished work from damage or defacement by his/her operation.

2. Assess and control the real or potential impacts of the Work upon the District's Life Safety Systems (e.g. smoke detectors, sprinkler systems, etc.). Establish coordination prior to any commencement of work, subject to modification by the District at any time,

based on the District's assessment of risks to the function of the life safety systems associated with the Contractor's actions.

3. Establish an effective safety program in accordance with the requirements set forth in 8 CCR Subchapter 4, Construction Safety Orders and 29 CFR 1926 Safety and Health Regulations for Construction, Subpart A through Z.

E. Respiratory Protection:

1. Provide all workers, foremen, superintendents, authorized visitors, and inspectors who have been medically cleared for respirator use and fit tested for the respirator type being used, personally issued and marked respiratory protective equipment approved by NIOSH. When respirators with disposable filters are employed provide sufficient filters for replacement as necessary by the worker or authorized visitor. Filters shall be disposed of as contaminated waste.
2. Instruct and train each worker involved in asbestos abatement (Class I, II, III) or maintenance and repair of asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator properly fitted on the face in the work area from the start of any operation that may cause airborne asbestos fibers until the work area is completely decontaminated and cleared for re-occupancy. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.
3. A respirator providing a minimum protection factor of 10 and equipped with a HEPA/P100 filter shall be used as long as 0.5 f/cc is not exceeded within the work area. If exceeded, all work inside the work area shall stop, and corrective actions (cleaning and better use of engineering controls) will be required until fiber levels are reduced to less than 0.5 f/cc. Filtering facepiece device respirators are not permitted.
4. Unless otherwise permitted, respiratory protection as specified herein shall be worn at all times, within the regulated work area.
5. Facial hair such as beards, long sideburns, and moustaches that interfere with the seal of air purifying type respirators are prohibited. Workers with eye corrective lenses (contact lenses or glasses) shall wear the corrective lenses in a manner that is in compliance with 8 CCR 1529 and 8 CCR 5144.
6. Respiratory protection use, inspection, maintenance, decontamination, and storage procedures shall meet the requirements of 8 CCR 5144. In addition:

    a. Respiratory protection shall be the last piece of worker protection equipment to be removed. Workers must wear respirators in the shower when going through decontamination procedures as stated herein.
    b. Airline respirators with HEPA-filtered disconnect shall be disconnected in the equipment room and worn into the shower. Powered air-purifying respirator face pieces shall be worn into the shower. Filter/power pack assemblies shall be decontaminated in accordance with manufacturers' recommendations.
    c. Whenever respirator design permits, workers shall perform a positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators shall be tested for adequate flow (using the methods specified by the manufacturer) every four (4) hours of use and each time the worker enters or exits the work area. Maintain written logs of these tests.
    d. Furnish to the Consultant written documentation that each worker is medically approved to wear respirators and has been properly trained in their use, inspection, care, maintenance, and fit testing pursuant to the Contractor's written Respirator Plan.

7. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, the more stringent requirements must be met.

    a. OSHA U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 19 10 134, 29 CFR 1926.
    b. NIOSH National Institute for Occupational Safety and Health.
    c. California Code of Regulations 8 CCR 5144.

F. Personal Protective Equipment:

1. Provide to all workers, foremen, superintendents and authorized visitors and inspectors that may enter the asbestos regulated work area protective disposable clothing consisting of full-body coveralls, head covers, gloves, 18-inch high boot-type covers or reusable footwear, and eye protection.
2. Provide hard hats and safety shoes as required by job conditions and safety regulations.
3. Reusable footwear, hardhats, and eye protection devices shall be left in the "Contaminated Equipment Room" until the end of the asbestos abatement work, at which time they shall be disposed of as ACM waste or transferred to another work area by methods approved by the Consultant.
4. All disposable protective clothing shall be discarded and disposed of as asbestos waste every time the wearer exits from the workspace to the outside through the decontamination facilities.

G. Decontamination Facilities:

1. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area. At a minimum, one system at a single location is required.
2. Worker decontamination enclosure systems constructed at the project site shall utilize 6-mil black or opaque polyethylene sheeting or other approved materials for privacy.
3. The personal decontamination unit shall not be located inside the work area without written authorization from the District and/or Consultant.
4. Alternate methods of providing Decontamination facilities may be submitted to the District and/or Consultant for approval. Implementation of these alternative methods may not proceed without written approval by the District and/or Consultant.
5. For OSHA Class I (Friable) work, the worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from the other and from the work area by airlocks.
6. For OSHA Class II (Non-friable) work or a work area for the removal of an ACCM, the worker decontamination enclosure system shall consist of at least a clean room and an equipment room, each separated from each other and the work area by airlocks.
7. The clean room shall be sized for the work crew. Space for storing respirators shall be provided in this area. Clean work clothes, clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply in the clean room. A location for posting notices shall also be provided in this area.

8. The shower room shall contain one or more showers to adequately accommodate workers. Each showerhead shall be supplied with warm and cold water, and be protected against leakage of any kind. An adequate supply of soap, shampoo and towels shall be supplied by the Contractor and be available at all times. Shower water shall be drained, collected, and filtered through a system with at least a 0.5 to 1.0-micron particle size collection capacity.
9. The equipment room shall be used for the storage of equipment and tools at the end of a shift after the tools have been decontaminated using HEPA-filtered vacuum and/or wet cleaning techniques, as appropriate. Replacement filters, stored in sealed containers until used, for filtration equipment, extra tools, containers, surfactants and other materials and equipment that may be required during abatement activities may also be stored in the equipment room. A walk-off pan (e.g. a small children's swimming pool or equivalent), filled with water, shall be located in the room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil polyethylene bag for collection for disposable clothing shall be located in the equipment room. Contaminated footwear shall be stored in this area for reuse the following workday.

H. Worker Protection Procedures:

1. Provide all personnel throughout the abatement process with the specified protective clothing and respiratory protection. Ensure that all personnel entering and leaving the workspace follow the following procedures:

   a. Entering from the outside: Change from street clothes into the protective clothing and wear clean protective gear, go through Shower Room into Dirty Equipment Room, pick up equipment and tools, and enter the Work Area.
   b. Exiting from the Work Area: Dispose of all protective clothing into plastic bags labeled for asbestos waste. Do not take off the respirator, but still wearing the respirator, enter the shower, and shower thoroughly. Remove respirator and wash and wipe thoroughly to decontaminate the respirator. After drying, enter the Clean Room, store the decontaminated respirator in the assigned space, and dress into street clothes.

2. Post written procedures in workplace and train all personnel on the procedures for the evacuation of-the injured and the handling of potential fires. Provide air to a seriously injured worker without delay for decontamination. Make provisions to minimize exposure of rescue workers and to minimize spreading of contamination during evacuations and fire procedures.
3. Instruct all employees and workers in the proper care of their personally issued respiratory equipment, including daily maintenance, sanitizing procedures, etc.
4. Contractor's project supervisory personnel shall inspect all respiratory equipment at the beginning of each work period, including breaks and lunch periods. Written records of these inspections shall be maintained and provided to the Consultant.

I. Exposure Controls and HEPA-Filtered Exhaust Ventilation:

1. Install inside the work area one or more portable HEPA-filtered exhaust units to maintain the area, including the Decontamination Facilities, under negative air pressure, and to reduce or control airborne asbestos fiber concentrations. Provide a contingency plan for maintaining negative air requirements in the event of mechanical failure.

2. To determine the number of required units, compute the total cubic footage of all workspaces within the work and determine the air moving capacity of all the HEPA--filtered units to be used in each workspace. This measurement shall be made in cubic ft/min. under a filter load equivalent to two inches of static pressure.

    a. The exhaust(s) must be capable of providing: 1) at least four (4) full air changes per hour in the work area and for "Class I Work"; 2) an inward velocity through any openings, including the decontamination facilities, of at least 200 fpm; and 3) a static negative air pressure inside the area of a minimum of 0.02 inches water column. Each exhaust system shall have a dedicated power system and shall be operated continuously (24 hours/day) in accordance with "Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement," Guidance for Controlling Asbestos-Containing Materials in Building, EPA report Number 560/5-85-024 (1985).
    b. Each exhaust unit shall be equipped with the following:

        1) Magnehelic gauge to monitor the unit's air pressure difference across the filters and to interpret the magnehelic reading to CFM.
        2) Automatic shut off for filter failure or filters absence.
        3) Audible alarm with flashing red light for unit shutdown.
        4) Amber Flashing warning light for excessive filters loading.
        5) A safety system that prevents unit from being operated with the HEPA filter in backwards.

    c. All-exhaust air shall pass-through HEPA filters before being discharged to the exterior of a building. The exterior exhaust discharge point shall be at least 10 feet from a receptor such as an air intake port, or louvers.
    d. Before starting any work, submit in writing the proposed number, capacity, and location of exhausts, and the method of discharge to the building exterior. Work shall not be permitted until the Consultant approves the proposed exhaust system.
    e. Exhaust systems shall be operated twenty four (24) hours per day at all times during preparation, removal, encapsulation, and cleanup tasks as specified herein; and until final "clean air" certification is obtained for the area, and Consultant directs Contractor to shut the system down.
    f. On loss of negative air pressure or electric power, all work activities in the area shall stop immediately and shall not resume until power is restored and the HEPA-exhaust systems are operating again. When power failure or loss of negative pressure lasts, or is expected to last, longer than one hour, the following shall occur:

        1) The make-up air inlets in the decontamination facilities and any other make-up air inlets shall be sealed airtight;
        2) The decontamination facilities shall be sealed airtight after the evacuation of all personnel from the work area;
        3) All adjacent areas shall be monitored for asbestos fiber concentration upon discovery of, and subsequently throughout the power failure.

    g. Provide and continuously operate for all "Class I Work" an automatic air pressure differential recording instrument that produces a permanent record. Recorder shall have a range of -0.09" H20 to +0.09" H20. Copies of the recorded reading shall be maintained and provided daily to the Consultant.

h. This system must conform to the previously described requirements and 29 CFR 1926.58 Appendix F "Exhaust Air Filtration System."

J. Air Monitoring:

1. Consultant Air Monitoring:

a. Provide full cooperation and support to the Consultant throughout the course of the monitoring work. The Consultant will closely and continuously monitor the performance and execution of the work. The monitoring work will be performed inside the surrounding area to ensure full compliance with these specifications and all applicable regulations. Ambient air samples will be collected and analyzed by the Consultant. Consultant monitoring and inspections will include air samples at the entrance to the containment, air samples in the areas surrounding the work areas, at the negative-air handling unit exhaust, and outside the work area, checking of the Contractor's standard operating procedures, engineering controls, respiratory protection equipment, packing, packaging, transporting and disposal of asbestos, decontamination facilities and procedures, and any other aspects of the abatement process that may impact the health and safety of the people and the pollution of the environment.
b. The District will bear all costs in connection with the laboratory work required in Paragraph above. However, the costs of all subsequent laboratory analysis taken because the limits specified were exceeded on the initial tests shall be borne by the Contractor. The Contractor shall also conduct and bear the cost of personal air samples for OSHA compliance.
c. The Contractor may request copies of all laboratory reports presenting the results of the Consultant's air monitoring and inspection.

2. Contractor Air Monitoring:

a. The Contractor shall be responsible for personal air monitoring to document compliance of their workers with OSHA regulations using the methods as reiterated below.
b. The analysis laboratory performing this work shall be an independent party not financially or managerially connected to the contractor.
c. The laboratory shall be successfully participating in the American Industrial Hygiene Association (AIHA) NIOSH Proficiency Analytical Testing (PAT) program.
d. Air sampling materials and equipment requirements are as follows:

1) Personal sampling shall be performed pursuant to NIOSH Method 7400, phase contrast microscopy.
2) The filter assembly shall be upstream of all other components in the sampling train. An airflow-measuring device (when used) shall be downstream of the filter and the pump assembly, or integral with the pump assembly.
3) Sampling pumps shall supply constant flow.
4) An airflow measuring/metering device shall be used, and shall be high quality rotameter, mass flow, dry gas meter, or critical orifice. Measuring devices shall have a range of at least 1.5 times the desired flow rate and be readable to at least +or -5 % of the desired flow rate. They shall be

calibrated against standards of higher accuracy before and after sampling. The calibrations shall be recorded.

5) Numbers and frequencies of personal air sampling shall be as required by OSHA regulations but not less than (1) sample per eight (8) hour work shift during times of asbestos removal work.
6) Results of sample analysis shall be provided to the Consultant within twenty-four (24) hours of collection.
7) All other air sampling for compliance with the Specifications shall be performed by the Consultant at no cost to the Contractor except where the Contractor fails specified tests.
8) Use a pre-approved "chain of custody" form for all personal air samples collected.

1.11 QUALITY ASSURANCE

A. Notifications, Permits, Warning signs, Labels, and Posters:

1. Provide the required written pre-notification to EPA, SDAPCD, CAL/OSHA, and any other regional, state, and local authority having jurisdiction over the project. Copies of the pre-notifications shall be delivered to the Consultant before any work begins. The Contractor must secure all other permits required for the work, including disposal of asbestos in an approved landfill.
2. Provide the necessary follow-up notices that may be required, obtain all permits, and pay all governmental taxes, fees and other costs in connection with his work. File all necessary drawings, prepare all documents, and obtain all necessary approvals of all governmental departments having jurisdiction.
3. Include in the work, without extra compensation, all labor, materials, services apparatus, to comply with all applicable laws, ordinances, rules, and regulations.
4. All materials and work shall comply with the specifications of the National Fire Protection Association (NFPA), California Electrical Code (CEC), Underwriters Laboratories (UL), local utility companies, and the County Department of Health, with the California Building Code, and Contract requirements that are in excess of the applicable codes, rules, or regulations. The contract provisions shall be given precedence, unless special permission is granted by the Consultant.
5. Comply with the requirements of the federal, state, and local regulations related to asbestos as listed in herein.
6. Erect OSHA-specified warning signs around the workspace and at every point of potential entry from the outside including the entrance to the decontamination facility's clean room. The signs shall conform to OSHA requirements with the words "Danger, Asbestos Hazard, and Do Not Enter." The warning signs shall be a bright color so that they can be easily noticed. The size of the sign and its lettering shall be no less than OSHA requirements.
7. Provide OSHA and DOT-required labels as well as NESHAPS labeling requirements for all plastic bags and drums utilized to transport contaminated material from the work areas to the EPA approved disposal landfill.
8. Provide any other signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn workers and visitors of the hazard from asbestos exposure. Also, post in a prominent and convenient place (i.e. the clean room of the decontamination facility) for worker's use a copy of the latest applicable regulations of OSHA, EPA, and NIOSH; and a copy of these Specifications.

B. Electrical Safety Requirements:

1. The non-current carrying parts of fixed, portable, and plug-connected equipment shall be grounded. Portable tools and appliances protected by an approved system of double insulation need not be grounded. All light and power circuits in asbestos removal areas shall be ground fault protected.
2. Extension cords shall be the 3-wire type, shall be protected from damage, and shall not be fastened with staples, hung from nails, or suspended from wires. Splices shall have soldered wire connections with insulation equal to the cable. Worn or frayed cords shall not be used.
3. Safe lighting equipment shall be provided with a preference for floodlights rather than indiscriminate use of unprotected lamps hung from temporary wiring. Exposed bulbs shall be guarded to prevent accidental contact. Temporary wiring shall be properly insulated and substantially supported. Circuits shall be designed and fused. All temporary lighting inside the asbestos work area shall be waterproofed.
4. Receptacles for attachment plugs shall be approved, concealed contact type. Where different voltages, frequencies, or types of current are supplied, receptacles shall be of such design that attachment plugs are not interchangeable.
5. Each disconnecting means for motors and appliances and each service feeder or branch circuit at the point where it originates shall be legibly marked to indicate its purpose.
6. Coordinate all power requirements with the District, including ground fault interrupted (GFI) panel design and extension cord requirements.

C. Scaffolding, Rigging, and Hoisting:

1. Unless otherwise specified, provide all scaffolding, rigging, hoisting, and other services necessary to complete the Work.
2. Remove all equipment from the project site when no longer required, unless written authorization is given by the District and/or Consultant.

D. Emergency Precautions:

1. Establish emergency and fire exits from the work area for the workers. All emergency exists that must pass through a work area shall be equipped with two (2) full sets of protective clothing and respirators at all times.
2. Notify only the District and parties that are required by law to be notified. District and Consultant shall determine if any agencies other than those required by the law shall be notified.
3. Be prepared to administer appropriate first aid to injured personnel at the site after decontamination. Seriously injured personnel shall be treated immediately in the work area or evacuated without performing decontamination. When an injury occurs, stop work and implement fiber reduction techniques (e.g., water spraying) until the injured person has been removed from the work area.

PART 2 - PRODUCTS

2.1 GENERAL

A. No materials, equipment, or tools belonging to the District shall be used by the Contractor, except in case of an emergency and upon explicit authorization by the District.

B. Deliver all materials and equipment to the site in the original containers bearing the name of the manufacturer and details for proper storage and usage.

C. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner, which shall not interfere with operations of the District.

D. The District and/or Consultant must approve unloading and temporary storage sites and transfer routes in advance.

E. Damaged or deteriorated materials may not be used and must be promptly removed from the project site. Materials, that have become contaminated by asbestos-containing materials shall be packaged as ACM, and disposed of in an approved, secure asbestos landfill.

F. All materials, tools, and equipment must comply at a minimum with this specification and all applicable federal, state, and local regulations.

2.2 MATERIALS

A. Plastic Sheeting: Sheet shall be fire-retardant polyethylene sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be that which prevents release of asbestos through tearing, separation, or other reasonably foreseeable means, and in no case shall be thinner than:

1. 6-mil thick (0.15 mm) for use as wall and floor barriers.
2. 4-mil thick for use as ceiling barriers and for all other uses.

B. Plastic Bags: Bags shall be 6-mil (0. 15 mm) minimum polyethylene, or sufficiently thicker for large bags so as to prevent release of asbestos through tearing, separation or other reasonably foreseeable means and shall be labeled with OSHA asbestos warning or capable of being so labeled.

C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and of attaching plastic sheet to finished or unfinished surfaces of dissimilar materials, and shall be capable of adhering under dry and wet conditions, including wetting by amended water.

D. Glue: Glue shall be capable of sealing plastic to finished surfaces without damaging the surfaces when removed. Mist or water, encapsulating agent, or any other materials to be used in the work area must not affect the bonding strength and resulting seal integrity.

E. Surfactants (Wetting Agents): Surfactants shall be used so as to produce a material that result in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water. Surfactants shall be certified by their manufacturer as complying with EPA regulations controlling the use of volatile organic compounds, and such State and local regulations under an EPA-approved State Implementation Plan.

F. Encapsulants: Encapsulants shall be classified or certified by Underwriters Laboratories, and shall not degrade the function of any replacement material. They shall be certified by their manufacturer as complying with EPA regulations controlling the use of volatile organic compounds, and such State and local regulations under an EPA-approved State Implementation Plan. For use with fireproofing, any replacement fire-resistive assembly including an encapsulant shall meet the requirements of this specification and existing building requirements, whichever are more stringent, and:

1. Bulk encapsulants. When used as a bulk encapsulant (penetrating or bridging) on fireproofing, the combination of encapsulant and specific fireproofing (trade name) to which it is applied shall be classified or certified by Underwriters Laboratories, and have a maximum flame spread value of 5 or 10 for exposed or concealed fireproofing, respectively, and smoke developed value of 0, when tested in accordance with ASTM Method E 84 or UL Standard 723.
2. Lock-down (post-removal) encapsulants. When used as a lock-down (post-removal) encapsulant on a surface after removal of asbestos-containing material, the encapsulant must be classified or certified by UL for use with the specific fireproofing material (trade name) and applied at the specified rate of application.

G. Asbestos disposal packaging: Packaging shall be suitable to receive and retain any asbestos-containing materials until disposal or conversion at an approved site. The packaging shall be both air and watertight.

1. Labeling. Packaging of asbestos-containing material shall be labeled in accordance with regulations of EPA (e.g., 40 CFR 61.150), OSHA (e.g., 29 CFR 1926.1101, 8 CCR 1529), DOT (e.g., 49 CFR 172.400, 172.446; except for limited quantity shipments which are not being shipped by air (49 CFR 172.203, 173.155), and State or local occupational safety and health, or environmental agencies (where applicable).
2. Marking. Packaging of asbestos-containing material shall be marked in accordance with DOT regulations (e.g., 49 CFR 172.300); except for limited quantity shipments (49 CFR 172.301).

H. Warning Signs: Signs shall be as required by EPA (e.g., 40 CFR 61.150), OSHA (e.g., 29 CFR 1926.1101, 8 CCR 1529), State occupational safety and health or environmental agencies (where applicable), and this contract.

I. Glove bags: Bags shall be made of 10 10-mil (0.25 mm) minimum clear polyethylene. Bag shape shall include "shoulders" to be used with straps. Sizes and shapes chosen shall be suitable for the pipe and fitting formations included in this contract. The bags shall have a closure system, such as a double zipper or self-closing cloth strip. The bags shall have a zipper lock or equivalent feature, which seals the lower part of the bag from the top part to remove asbestos-containing debris.

J. Brushes: All brushes shall have nylon bristles. Wire brushes are excluded from use due to their potential to shred asbestos fibers into smaller fibers. Wire brushes may be used on pipe joint insulation and flooring mastics upon prior written approval from the District and Consultant.

2.3 TOOLS AND EQUIPMENT

A. Airless Sprayer: Amended water and surface sealers shall be applied with an airless or other low-pressure sprayer suitable for the specific application.

B. HEPA-Filtered Exhausts: Air inside the asbestos removal area shall be exhausted to the atmosphere (i.e. building exterior) through a High Efficiency Particulate Air (HEPA) filter.

1. A sufficient number of HEPA-filtered portable exhaust units shall be provided for each work area in order to provide:

   a. At least four (4) complete changes of air per hour;
   b. An inward velocity through all openings of at least 200 fpm;
   c. A static negative pressure of at least 0.02 inches of water.

2. The HEPA-filter shall be preceded by replaceable pre-filters and the unit must be designed such that it cannot be operated unless the HEPA-filter is in place.
3. The units must be designed with lights and alarms that indicate that the filters are properly installed and function and that determine when the filters must be changed.
4. Flexible metal or similar materials hose(s) (e.g. ducts) of sufficient length must also be provided to allow the units to discharge to the exterior of the building.

C. Vacuum Equipment: All vacuum equipment used for cleaning up shall be HEPA-filtered. At least one HEPA vacuum shall be equipped with floor (hard surface and carpet) cleaning attachments.

D. Scaffolding/Staging/Ladders: Shall meet OSHA safety regulations, including 29 CFR 1926.450-452. Where electrical power and water are used inside a work area, no electrically conductive ladders (e.g., aluminum or steel) shall be used (except for hinges and feet).

E. Transportation: Transportation methods shall comply with the provisions of EPA Title 40, Part 61, Subparts A, and B and with any hazardous or special waste regulations for temporary storage, transport, and disposal if such codes are enforced in states or cities where the waste will be generated, stored, transported, or disposed of. All containers shall be labeled in accordance with 8 CCR 1529, 29 CFR 1926.58(K) (2), 40 CFR 61, Subparts A and M, and 49 CFR Parts 171 and 172, Hazardous Waste Substances: Final Rule.

F. Other Tools and Equipment: Furnish all equipment such as lumber, nails, ladders, HEPA vacuums, and hardware and supplies, which may be required to construct and dismantle the decontamination areas and the barriers that isolate the work area. Provide other suitable tools for the abatement activities including hand scrapers, wire brushes, sponges, mops, and shovels.

G. Electrical: Electrical tools and equipment shall meet all applicable codes and regulations, including, in particular, 8 CCR 1760, 29 CFR 1910.304 and 29 CFR 1926.400-449.

1. Grounding. Ground fault circuit-interrupters shall always be used for all electrical equipment, except to the extent provided in an assured equipment grounding conductor program, 29 CFR 1926.404, if established and implemented in the Plan of Action.
2. Additional requirements. Other OSHA requirements for equipment grounding conductors, beyond those described in the grounding paragraph, apply.

PART 3 - EXECUTION

3.1 WORK AREA PREPARATION

A. Prepare the work area as described in this section. Preparation work shall be performed according to the following general sequence of steps and procedures to insure that proper containment and protection systems are installed prior to any work, which could generate airborne asbestos fibers:

1. Remove and relocate any non-fixed items (not removed by the District) to storage areas designated by the District.
2. HVAC: Isolate, clean by HEPA vacuuming and washing, and seal airtight with plastic and tape all HVAC system diffuses, grills, and registers in or servicing the work area.
3. Pre-cleaning: Carefully clean all surfaces in the work area that may be contaminated with any dust or debris by using wet methods and a vacuum equipped with a HEPA filter. Comply with Article “Pre-Cleaning of Asbestos Contaminated Surfaces.”
4. Isolate all electrical systems as directed by the District and provide temporary power and lighting as required for the work area and affected non-work areas. Comply with Article “Electrical Systems.”
5. Barriers: Cover any window or other opening with polyethylene sheeting. All walls to remain shall also be protected from damage during the work and erect or install Decontamination Facility and HEPA exhaust system.
6. Installation of Decontamination System: Install the decontamination enclosure system.
7. Signage: Post adequate warning signs denoting the potential danger of airborne asbestos at designated entrances to work areas including, as a minimum, those described at 29 CFR 1926.1101, 8 CCR 1529, and State occupational safety and health and fire safety regulations (where applicable). Prevent access to posted areas by unauthorized or inadequately protected persons.
8. Fire equipment: Adequate portable fire extinguisher equipment shall be maintained within the work area meeting at least the requirements of 8 CCR 1922, 29 CFR 1910.157 and (where applicable) State occupational safety and health regulations and fire safety regulations.

B. Obtain Consultant's approval of all preparation work before starting removal of asbestos material.

3.2 ELECTRICAL SYSTEMS

A. The scope of the required electrical isolation and protection work includes isolation and protection of electrical equipment, which is in the area from which asbestos must be removed, and could therefore possibly become a hazard through contact or water spray short-circuiting. Shutdown of electrical circuits shall include providing labor to monitor, inspect, and service temporary power circuits, lighting, and equipment as required by local codes and regulations. Provide "Lock Out" system on all electrical panels or equipment that will be shut off during the removal process.

B. Provide temporary lighting in the work area where asbestos removal is performed. Inspect the removal work area for the condition of electrical conduit and junction boxes. Correct all potentially unsafe conditions. Do not proceed with removal work until all potentially unsafe conditions have been corrected.

C. All materials and workmanship shall conform to the latest editions of the following codes, standards, and specifications:

1. California Electrical Code (CEC) - 2019 edition.
2. National Bureau of Standards, Handbook H30, National Electrical Safety Code.
3. State, and all other authorities having jurisdiction.
4. Underwriter Laboratories (UL).
5. National Board of Fire Underwriters.
6. California-OSHA.

D. Temporary lighting and power systems shall meet or exceed all OSHA, state, and local regulations; temporary lighting levels shall meet or exceed OSHA requirements and provide surface lighting for nighttime work.

E. Visit the site as necessary to investigate existing electrical conditions and isolation requirements.

F. Prior to switching circuits at panels, review the existing directory. Do not shut down any circuits without advanced notification and approval of the District.

G. All costs associated with the isolation of electrical systems and installation of temporary power and lighting shall be borne by the Contractor.

H. Comply with all applicable electrical safety regulations.

3.3 PRE-CLEANING OF ASBESTOS CONTAMINATED SURFACES

A. Cleaning of surfaces that are potentially contaminated with asbestos-containing dust and debris shall be required to prevent this dust from becoming airborne and posing an exposure risk, or interfering with perimeter air monitoring activities. Cleaning action shall be performed as a preliminary exposure control procedure, prior to performing other actions associated with the Work.

B. Cleaning shall consist of HEPA vacuuming followed by wet mopping or wiping of surfaces in a manner that prevents dust generation, but effectively rids the surface of all visible debris, dust, film, and grime.

C. Each HEPA vacuum shall be separately equipped with an airtight, securely attached hose of appropriate length and a collection wand, brush or other special attachment appropriate to the required cleaning task. The equipment shall be operable at all times and shall contain no air leaks. The Consultant will review verification of the efficiency of the equipment's filtration (i.e. manufacturer's equipment data sheets).

D. Cleaning Procedures:

1. Remove large pieces of debris by hand, and then dry vacuum all surfaces using HEPA filtered equipment and a collection attachment that minimizes dust generation.
2. Lightly wet the surface of any material that produces airborne fibers using an airless sprayer and amended water.

3. Collect, package, label, and dispose of vacuumed material as asbestos-contaminated waste.
4. Thoroughly wet wipe or mop all surfaces to remove any remaining dirt or grime, being careful not to wet or damage any electrical equipment, furniture, or other sensitive surfaces.
5. All surfaces to completely dry, then inspect the surfaces for any visible remaining dirt or fibrous material.
6. HEPA vacuum any remaining dirt or grime using an efficient collection attachment.
7. Collect and pump all wastewater through a 5-micron filter, utilizing a multistage filtration system. Dispose of filtered material and filter as asbestos waste.
8. Request that the Consultant perform a visual inspection of the cleaning work, prior to continuing any other specified actions.

3.4 ISOLATION OF OSHA CLASS II (NON-FRIABLE) CONTAINMENT WORK AREAS

A. Work Area Isolation and Protection of Non-Friable Asbestos-Containing Materials Located on the Interior of a Building:

1. Isolate the work area for the duration of work by completely closing and sealing all openings and doorways into the work area, including heating and ventilation ducts, doorways, windows, floors and ceiling penetrations, and lighting. Isolation/sealing shall be accomplished by using two (2) layers of 6-mil plastic sheeting taped securely in place, or by caulking. The work area shall be protected and sealed airtight to the extent possible, and be subject to the approval of the Consultant.
2. Emergency and fire exits shall be maintained.
3. Shutdown and isolate heating, cooling and ventilating air systems to prevent contamination and fiber dispersal to other areas of the property.
4. Thoroughly pre-clean all dust or debris from any fixed objects, floors, walls, or other equipment within the work area using HEPA vacuuming equipment and wet washing. Do not use dry brooms, brushes, mops, or non-HEPA vacuum cleaners for pre-cleaning work.
5. Seal all seams, joints, covers, or casings with tape, and enclosed fixed objects or equipment with a minimum of two layers of 6-mil plastic sheeting secured and sealed airtight with duct tape.
6. Cover walls with one (1) layer of 6-mil plastic sheet extending a minimum of four feet from floor (splashguards). All joints in plastic sheets shall be taped and glued in a manner to prohibit air movement, and to prevent passage of water or other liquids.
7. Any floor drains or other openings shall be sealed individually with two (2) layers of 6-mil sheeting and tape. Pits, pumps, and other openings shall be covered to prevent a tripping hazard and then covered with two (2) layers of 6-mil sheeting.
8. Install work area HEPA-filtered exhaust systems as previously specified herein.
9. Post warning signs in English and Spanish meeting the requirements of 8 CCR 1529 (k)(7) and OSHA 29 CFR 1926.58(k)(1) and (k)(2)(ii) at the outside doorway to the decontamination facility which shall be the only non-emergency entrance into the work area.
10. Warning signs shall be readily visible to any person attempting to, enter the work area.
11. All waste will be disposed of as non-hazard waste and packaged as specified herein.

B. Work Area Isolation and Protection of Non-Friable Asbestos-Containing Roofing Materials:

1. Install plastic sheeting, for use as drop cloths, around the perimeter of the building, where necessary.
2. Post warning signs in English and Spanish meeting the requirements of 8 CCR 1529 (k)(7) and OSHA 29 CFR 1926.58(k)(1) and (k)(2)(ii) at the edges of the plastic sheeting and at the access point to the roof.
3. Warning signs shall be readily visible to any person attempting to access the roof of the building.
4. Isolate roof level heating and ventilation air intake sources or shall arrange with the District to have the ventilation system shut down. The work area shall be subject to the approval of the Consultant.
5. Seal all seams, joints, covers, or casings with tape, and enclosed fixed objects or equipment with a minimum of two layers of 6-mil plastic sheeting secured and sealed airtight with duct tape.

C. After the non-friable asbestos removal work area has been prepared as specified above, request a formal site inspection by the Consultant. No removal, demolition or other disturbance of asbestos-containing material, dust, or debris shall occur until the Consultant has inspected and approved the site preparation work.

3.5 ISOLATION OF ACCM REMOVAL AREAS

A. Work Area Isolation and Protection of Asbestos-Containing Construction Materials:

1. For interior work areas, isolate the work area for the duration of work by completely closing and sealing all openings and doorways into the work area, including heating and ventilation ducts, doorways, windows, floors and ceiling penetrations, and lighting. Isolation shall be accomplished by using one (1) layer of 6-mil plastic sheeting taped securely in place, or by caulking, including the construction as noted in number 2 below. The work area shall be protected and sealed airtight to the extent possible, and be subject to the approval of the Consultant.
2. For exterior work areas, seal all openings and doorways to the interior of the building within the work area, including heating and ventilation ducts, doorways, windows, floors and ceiling penetrations, and lighting. Isolation shall be accomplished by using one (1) layers of 6-mil plastic sheeting taped securely in place, or by caulking. The work area shall be segregated from the interior of the building, to the extent possible, and be subject to the approval of the Consultant.
3. Emergency and fire exits shall be maintained.
4. Shutdown and isolate heating, cooling and ventilating air systems to prevent contamination and fiber dispersal to other areas of the property.
5. Cover floor with one layer of 6-mil plastic sheeting, to serve as a drop cloth.
6. Post warning signs in English and Spanish meeting the requirements of 8 CCR 1529 (k)(7) and OSHA 29 CFR 1926.58(k)(1) and (k)(2)(ii) at the entry to the work area which shall be the only non-emergency entrance into the work area.
7. Warning signs shall be readily visible to any person attempting to, enter the work area.
8. All waste will be disposed of as construction debris and packaged as specified herein.
9. Intact ACCM may be left on or in a building during demolition operations if the ACCM Removal Operations listed specified herein are followed throughout the course of the building demolition

B. After the ACCM removal work area has been prepared as specified above, request a formal site inspection by the Consultant. No removal, demolition or other disturbance of asbestos-containing construction material, dust, or debris shall occur until the Consultant has inspected and approved the site preparation work.

3.6 REMOVAL PROCEDURES FOR ALL OPERATIONS

A. Vacuum cleaners equipped with HEPA filters shall be used to collect all debris and dust containing ACM and PACM.

B. Wet methods shall be used to control exposure during any asbestos handling, removal, cutting, and clean-up, unless the Contractor can demonstrate that the use of wet methods is infeasible due to (for example) creation of an electrical hazard or safety hazard during roofing abatement. Any exceptions to the requirement for wet methods must be approved in advance by the District or Consultant.

C. Waste and debris contaminate with asbestos must be promptly cleaned-up and stored in leak-tight containers or impermeably wrapped.

3.7 OSHA CLASS II (NON-FRIABLE) REMOVAL PROCEDURES

A. Non-friable friable materials may include floor tile and adhesive removed by hand tools.

B. Amended water (wetting agent) mixed and carefully applied using an airless sprayer as specified by the manufacturer, shall continuously be used to control the release of asbestos fibers from the material prior to and during removal. The amended water shall be applied in sufficient quantity to fully saturate the material before it is removed. Wetting shall commence up to 24 hours before removal work to ensure effectiveness.

C. Removal Methods:

1. No asbestos removal work shall begin until the work area has been prepared and approved by the Consultant.
2. Removal workers shall wear minimally half face air-purifying respirators with P-100 filters and protective clothing as previously described throughout all removal, cleanup, and waste handling operations.
3. Small test patches of asbestos material shall be wetted, and then removed and examined by the Consultant and Supervisor to determine degree of saturation prior to removing the bulk of the material. With prior approval, the Contractor may use removal encapsulants instead of amended water; applied per manufacturer's and federal guidelines.
4. After large areas of the asbestos material have been fully wetted and tested, the asbestos shall be carefully removed in small sections by using hand scrapers or other suitable hand tools. No tools or equipment shall be used to render material friable without prior approval by District. Floor tile and mastic will be removed with hand tools and wet methods.
5. As the material is removed, it shall be promptly wetted and packed into impermeable, labeled 6-mil polyethylene, disposal bags. When each bag is full, the packaged material shall be sprayed with amended water, sealed (using duct tape or other fastener as

approved by the Consultant), and transported to a temporary storage area inside the work area.

6. Material shall not be dropped or thrown to the ground. Removed asbestos-containing roofing material, siding, panels, or shingles shall be passed to the ground by hand or lowered to the ground via a covered, dust-tight chute, crane, or hoist.
7. Repeatedly spray the material to prevent it from drying out.
8. After obtaining written approval of the cleaning from the Consultant, seal all substrate surfaces from which asbestos material was removed with at least one (1) coat of an approved penetrating encapsulant.
9. Minimize contamination of the work floor, the exterior of disposal containers and all other surfaces within the work area. At the end of each shift, all surfaces shall be cleaned of all materials and then HEPA vacuumed or wet mopped.
10. Workers must enter and exit the regulated work area through a decontamination facility. The decontamination facility and work area entry/exit procedures must meet the requirements of 29 CCR 1529 (j)(2).
11. The decontamination facility shall be wet cleaned (a minimum of two times) using wet cleaning methods upon completion of any waste removal when the worker decontamination facility's shower room alternates as a waste container wash room, the shower room shall be washed with cloths or mops saturated with a detergent solution immediately prior to wet cleaning.
12. The decontamination facility shall be wet cleaned and HEPA vacuumed, as appropriate, after each shift change and meal break.
13. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.

D. Upon completion of removal work, but prior to commencing encapsulation or post-removal cleaning of the work area, request the Consultant conduct an inspection and approve the removal work.

E. All asbestos-containing materials shall be removed, gross debris cleaned up, and waste bags removed from the work area prior to approval from the Consultant.

3.8 ACCM REMOVAL PROCEDURES

A. Amended water (wetting agent) mixed and carefully applied using an airless sprayer as specified by the manufacturer, shall continuously be used to control the release of asbestos fibers from the material prior to and during removal. The amended water shall be applied in sufficient quantity to fully saturate the material before it is removed. Wetting shall commence up to 24 hours before removal work to ensure effectiveness.

B. Removal Methods:

1. No asbestos removal work shall begin until the work area has been prepared and approved by the Consultant.
2. Removal workers shall wear half face air-purifying respirators with P-100 filters and protective clothing as previously described throughout all removal, cleanup, and waste handling operations.
3. Small test patches of asbestos material shall be wetted, and then removed and examined by the Consultant and Supervisor to determine degree of saturation prior to removing the

bulk of the material. With prior approval, the Contractor may use removal encapsulants instead of amended water; applied per manufacturer's and federal guidelines.

4. After large areas of the asbestos material have been fully wetted and tested, the asbestos shall be carefully removed in small sections by using hand scrapers or other suitable hand tools. No tools or equipment shall be used to render material friable without prior approval by District. Floor tile and mastic shall be removed with hand tools and wet methods.
5. As the material is removed, it shall be promptly wetted and packed into impermeable, labeled 6-mil polyethylene, disposal bags. When each bag is full, the packaged material shall be sprayed with amended water, sealed (using duct tape or other fastener as approved by the Consultant), and transported to a temporary storage area inside the work area.
6. Repeatedly spray the material to prevent it from drying out.
7. Minimize contamination of the work floor, the exterior of disposal containers and all other surfaces within the work area. At the end of each shift, all surfaces shall be cleaned of all materials and then HEPA vacuumed or wet mopped.
8. The decontamination facility shall be wet cleaned (a minimum of two times) using wet cleaning methods upon completion of any waste removal when the worker decontamination facility's shower room alternates as a waste container wash room, the shower room shall be washed with cloths or mops saturated with a detergent solution immediately prior to wet cleaning.
9. Excessive water accumulation or flooding in the work area shall require work to stop until the water is collected and disposed of properly.

C. Upon completion of removal work, but prior to commencing encapsulation or post-removal cleaning of the work area, request the Consultant conduct an inspection and approve the removal work.

3.9 CLEANING AND FINAL DECONTAMINATION

A. After all asbestos-containing (or contaminated) materials have been removed, remove all wastes and perform a thorough multi-stage final cleanup and decontamination of the work area per the methods indicated below. Final cleaning shall be performed only after all waste is packaged and removed, but prior to re-installing equipment or dismantling any barriers, decontamination facility, or protective coverings. Cleaning shall be performed before a visual inspection and air testing by the Consultant. HEPA-exhaust systems shall operate continuously throughout the cleaning and air testing process until the Consultant authorizes their shutdown and removal from the site. Notify the Consultant at least 24 hours in advance of the expected completion time of site cleaning in order to allow the scheduling of air clearance testing.

B. Methods and Approvals: Cleaning methods and approvals shall consist of the following tasks performed in the list order:

1. Remove all visible accumulations of asbestos debris on the protective coverings on floors, walls, and other surfaces, and then HEPA vacuum all surfaces to pick up excess water and gross saturated debris.
2. After HEPA vacuuming, the work area air shall be lightly misted (with amended water), and then all protective coverings on ceilings, walls, floors, and other items in the work area shall be wiped thoroughly clean (first cleaning).

3. After completing the above steps (1) and (2), request the Consultant to inspect the site. To facilitate scheduling of this inspection, notify the Consultant of the anticipated completion time of the above initial cleaning work 24 hours in advance.
4. If the Consultant observes any asbestos waste or fibers within the work area during the inspection, perform additional cleanup and decontamination as directed by the Consultant.
5. If the Consultant approves this first cleaning, slowly remove the upper layer of all protective poly coverings on floors, walls, and other surfaces and package them in 6-mil waste bags. The waste bags shall then be removed from the work area. The bottom layer of protective poly coverings, the decontamination facilities, the HEPA exhaust systems, all barrier walls, and seals on HVAC components shall remain in place and in use.
6. After these upper protective coverings are moved, the work area shall be completely wet wiped and vacated for at least twelve (12) hours to allow fiber settling and while the Consultant collects and analyzes a final set of air samples according to NIOSH Method 7400 (PCM).
7. Upon obtaining the Consultant's written approval of final clean work area as specified herein, unless otherwise permitted, drying time shall be as specified by the manufacturer before final air sampling is conducted.
8. After successful completion of final air clearance testing as specified herein, carefully remove in listed order the decontamination facilities, any temporary barrier walls or tunnels, seals on HVAC components. The HEPA exhaust systems shall be removed only after all other items are removed. A HEPA vacuum shall be kept on site during this final disassembly work to cleanup any dust or debris.
9. If any of the post cleaning PCM air sample results are above 0.01 fiber/cc (or a preexisting level of normal background fibers if shown to be higher than 0.01 f/cc by the Consultant), the Consultant may require additional cleaning, decontamination, air testing and a final inspection, which shall be repeated by the Consultant.
10. Workers shall wear approved respiratory and personnel protective equipment throughout all cleanup and waste disposal activities.

3.10 DISPOSAL

A. Determine current waste handling, packaging, labeling, transportation, and disposal regulations for the work site and for each waste disposal landfill. Comply fully with these regulations and all U.S. Department of Transportation, EPA requirements and state and local regulations.

B. Definition: Wastes are defined as all asbestos-containing or potentially contaminated materials or other items, which have not been completely cleaned or sealed to the satisfaction of the Consultant, while inside the work area, and must be removed from the job site. Asbestos wastes may include building materials, insulation, disposal clothing and protective equipment, plastic sheeting and tape, exhaust systems or vacuum filters, Contractor equipment, or other materials designated by state or local authorities or the Consultant or which have been potentially contaminated with asbestos and have not been fully cleaned inside the work area by vacuuming followed by thorough washing.

C. All waste material shall be promptly placed in 6-rnil polyethylene bags as it is generated. A sufficient number of waste bags shall be located in the immediate work area, and in the Equipment (dirty) room of the Worker Decontamination Facility. Count the bags and estimate the total volume leaving the work area, and maintain a written record of such (waste log).

D. Warning labels, having waterproof print and permanent adhesive, imprinted on the sides of all waste bags or transfer containers. All waste bags must have the generator's name and address including area where waste was generated.

E. A fine water spray shall be used to keep the waste in containers thoroughly wet at all times. When a waste bag is full, it shall be securely sealed with tape or other secure fastener.

F. The following procedures shall be followed whenever containers or equipment are removed, from the work area:

1. All combustible rubbish and debris, including properly bagged asbestos shall be properly disposed of at the end of each working day.
2. The Clean Room shall be considered a holding area only during the period of active waste transfer for the purpose of the loading of carts or drums. Storage of waste in carts or a drum in the clean room is prohibited.
3. Waste removal shall not occur during worker shift changes or when workers are showering or changing. Care shall be taken to prevent short-circuiting and cycling of air outward through the shower and clean room when used for waste removal.
4. Workers are to be stationed in each room/area of the decontamination facility to transfer the containers and equipment to or from adjacent sections. These workers in the clean room or holding area shall enter from uncontaminated areas with appropriate personal protective equipment; or prior to the start of the waste transfer, these workers shall exit the work area, fully de-contaminated, and subsequently don't clean personal protective equipment.
5. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and HEPA-vacuuming in the work area before moving such items into the decontamination facility airlock. Workers shall not enter the airlock during this procedure.
6. The containers of waste and the equipment shall be removed from the airlock by workers stationed in the washroom during waste removal operations.
7. Once in the washroom, external surfaces of contaminated containers and equipment shall be cleaned a second time by wet cleaning.
8. The cleaned containers of waste and equipment shall be placed in uncontaminated leak-tight plastic bags (or 6-mil sheeting if physical characteristics necessitate and permit). Air volume shall be minimized, and the bags or sheeting shall be sealed. Items that may puncture or tear the plastic bags or sheeting shall be placed in a hard wall container such as a drum, and then sealed.
9. The clean re-containerized items shall be moved into the airlock for subsequent transfer to the holding area. The washroom workers shall not enter this airlock or the work area until waste removal is fined for the period.
10. Re-containerized items and cleaned equipment shall be removed from the air lock to the holding area by workers who have entered from uncontaminated areas with appropriate personal protective equipment.
11. The re-containerized items of waste and cleaned, bagged equipment shall be placed in open top, watertight plastic carts or drums. The carts or drums shall be HEPA-vacuumed and wet cleaned immediately following the removal of the containers of waste from them, and the location of where they are emptied shall be HEPA-vacuumed.
12. The exit from the waste decontamination facility shall be monitored and secured at all times to prevent unauthorized entry.

13. The carts and drums may be temporarily stored in a holding area at the work site outside the work place until a transport vehicle arrives, but such storage areas must be pre-approved by the District.

G. Waste Container Storage: Sealed waste bags may be temporarily stored in a pre-designated and approved outside area, until a truckload quantity is obtained. The temporary storage area shall be predominantly identified and posted with signs, and waste containers shall be covered with polyethylene sheeting or otherwise protected from further contamination.

H. Waste Removal Scheduling: All waste containers shall be decontaminated and removed from the site before final cleanup is started and isolation barriers are taken down. Pre-schedule and obtain approval of the Consultant for all time periods during which he desires to re-move waste bags from the facility. Once a truckload of waste containers has accumulated, arrange for transportation to the disposal site. Waste shall not be stored in the work area or waste decontamination facilities. Outside bag, storage must be monitored and secured at all times to prevent tampering. Storage must be in secure areas.

I. Waste Transportation and Disposal Regulations:

1. Determine and insure compliance with: 1) the current waste handling regulations applicable to each work site; and 2) the current regulations for transporting and disposing, waste at each ultimate disposal landfill. Comply fully with these regulations and with all U.S. Department of Transportation, State, EPA, and all federal and local requirements.
2. At no additional cost to the District, maintain a valid solid waste transportation registration issued by the California Department of Health Services Toxic Substance Division and obtain, complete, and fully comply with any other local hazardous waste manifesting requirements.
3. Transportation methods shall comply with the provisions of EPA Title 40, Part 61, Subpart M, Title 22 of the California Administrative Code, Division 4 Environmental Health, Chapter 30, Minimum Standards for Management of Hazardous and Extremely Hazardous Wastes, and with any hazardous waste regulations for temporary storage, transport, and disposal if such codes are enforced in states where the waste shall be stored, transported or disposed of.

J. Waste Container Removal and Disposal Procedure:

1. Provide waste packaging, transportation, and approved landfill disposal, plus all related recordkeeping.
2. Package, label, and remove all asbestos waste as specified. Packaging shall be accomplished in a manner that minimizes waste volume, but ensures waste containers shall not tear or break.
3. Provide legal transportation of asbestos wastes to the disposal landfill. Verify actual delivery, receipt, and disposal of each load of waste at the design landfill.

3.11 FINAL INSPECTION AND TESTING

A. After a minimum of two (2) thorough cleanings of the work area, if a high degree of cleanliness has been achieved, notify the Consultant that the work area is ready for inspection and final testing. The Consultant and the Contractor shall visually inspect the work area for detection of

any visible asbestos dust, debris or other contamination. If the visual inspection does not detect any dust, debris or other signs of contamination, final air testing shall commence.

B. The final test shall consist of collecting air samples within the work area to establish that the airborne fiber concentrations do not exceed 0.01 f/cc, as determined by transmission electron microscopy (TEM) for Class I removal areas and phase contrast microscopy (PCM) for Class II removal areas. At the discretion of the District TEM may also be employed for one or two of the samples in Class II areas to confirm the results of the final testing via PCM. If the results of the final testing exceed 0.01 f/cc, thorough wet cleaning, and/or HEPA vacuuming shall be repeated until the required clearance levels are achieved.

C. After achieving the levels of cleanliness and decontamination, as specified herein and as confirmed by the final inspection and air testing, the Consultant and Contractor shall thoroughly inspect the work area to determine whether any damage has been done to finishes, equipment, or any other part of the work space.

D. Any damage to finishes, floors, walls, or other items or fixtures that have been the result of actions by the Contractor shall be repaired to original condition without any additional cost to District. A comparison to the pre-construction inspection report shall be the basis for the assessment of damages to be addressed.

END OF SECTION 02 82 33

San Diego Unified School District Guide Specifications
Section Version November 2019

SECTION 02 83 33 - REMOVAL AND DISPOSAL OF MATERIAL CONTAINING LEAD

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. Hazardous Building Materials Survey Reports, prepared by the District's Consultant, are available from the District Construction Manager.

1.2 REFERENCE DOCUMENTS

A. The current issue of the following documents is incorporated herein and shall govern the conduct of the Work. Where conflict among requirements or with this specification exists, the more stringent requirements shall apply.

B. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Occupational Safety and Health Standards, General.
2. 29 CFR 1910.134 Respiratory Protection.
3. 29 CFR 1910.1025 Lead.
4. 29 CFR 1910.1200, Hazard Communication.
5. 29 CFR 1926 Occupational Safety and Health Standards, Construction.
6. 29 CFR 1926.55, Gases, Vapors, Fumes, Dusts, and Mists.
7. 29 CFR 1926.59, Hazard Communication.
8. 40 CFR 61 Subpart A and Subpart M, USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAP).
9. 40 CFR 261, Identification and Listing of Hazardous Waste
10. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
11. 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste
12. 40 CFR 266, Standards for the Management of Specific Hazardous Wastes.
13. 40 CFR 745, Lead Renovation, Repair, and Painting Program.

C. California Code of Regulations (CCR):

1. Title 5, Sections 32240 through 32045, Lead Safe Schools Protection Act.
2. Title 8, Section 1514, Personal Protective Equipment.
3. Title 8, Section 1531 Construction Respiratory Protective Equipment.
4. Title 8, Section 15 32 .1, Lead in the Construction Industry.
5. Title 8, Section 3203, Injury and Illness Prevention Program.
6. Title 8, Section 5144, Respiratory Protective Equipment.
7. Title 8, Section 5155, Airborne Contaminants.
8. Title 8, Section 5194, Hazard Communication.
9. Title 8, Section 5216 General Industry Construction Safety Orders, Lead Regulations.

10. Title 17 Sections 35001-36100 Accreditation, Certification and Work Practices for Lead Based Paint and Lead Hazards.
11. Title 22, Division 4, Minimum Standards for Management of hazardous and extremely hazardous waste.

D. Local Regulations:

1. San Diego Municipal Code, Division 10, Sections 54.1001-54.1015, Lead Hazard Prevention and Control Ordinance.

E. American National Standards Institute (ANSI):

1. ANSI Standard Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems.

F. American Society for Testing and Materials (ASTM):

1. ASTM Standard E1728 Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Lead Determination.

G. Testing Methods:

1. NIOSH Method 7082, Lead by Flame Atomic Absorption Spectrophotometry.
2. EPA Publication SW-846, Test Methods for Evaluating Solid Waste, Physical/Chemical Methods.
3. EPA Testing Method 3050B, Acid Digestion of Sediments, Sludges, and Soils.
4. EPA Method 7420, Lead (Atomic Absorption, Direct Aspiration).

1.3 SUMMARY

A. Section includes the furnishing of all labor, materials, facilities, equipment, services, employee training, permits, agreements, waste transport and disposal necessary to perform the work required for removal of materials containing lead in accordance with these specifications, EPA, APCD, OSHA, NIOSH, State of California regulations, and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

B. The Work includes protection and decontamination of components, fixtures, contents, and equipment remaining in the work area prior to and during lead activities, including abatement and paint stabilization.

C. Perform the work and provide service as needed to accomplish abatement of lead containing materials at the Project Site. Specific locations and materials to be removed/disturbed are indicated on the Drawings. Sampling data for identification of lead containing materials is available from the District Construction Manager.

D. Comply with all requirements of this specification for work involving any amount of lead and includes lead abatement, component removal/replacement, paint stabilization, and any other

control measures to reduce lead in areas with lead-based paint, presumed-lead based paint, and paint with lead content exceeding the San Diego City Ordinance threshold requiring lead-safe work practices of 0.5 mg/cm^2 or 1000 ppm lead. Alternate and innovative technologies and procedures are encouraged and must be submitted in detail for approval prior to any work being performed. Any alternative technologies submitted must have been written by a Certified Industrial Hygienist (CIH) or State of California Certified Lead Project Designer or Project Monitor.

E. In the event materials containing lead in addition to those indicated in the Drawings are discovered, do not disturb. Immediately notify the District Construction Manager who will have the additional materials tested.

F. Related Requirements:

1. Section 02 82 33 “Removal and Disposal of Asbestos Containing Materials” for asbestos abatement.
2. Section 02 84 33 “Removal and Disposal of Universal Waste and PCB” for Universal Waste and PCB abatement.

1.4 ALLOWANCES

A. Allowances for removal and disposal of materials containing lead in addition to those indicated on the Drawings are specified in Section 01 21 00 “Allowances.”

1.5 DEFINITIONS

A. All terms not defined herein shall have the meaning given in the applicable publications and regulations.

B. “Airlock” shall refer to a system for permitting ingress or egress of personnel or equipment while minimizing movement of contaminated air between a contaminated area and an uncontaminated area.

C. “Air Monitoring” shall refer to the process of measuring the lead content of a volume of air using NIOSH method 7082 or other method approved by the District. Flow rate and sample volume shall be in accordance with the method chosen.

D. “Authorized Visitors” shall mean the District, a visitor authorized by the District, or any representative of a regulatory agency or other agency having jurisdiction over the project.

E. “Clearance Inspection” shall refer to an onsite limited investigation of single surface dust wipe sampling or soil performed by the Consultant at the completion of lead hazard reduction activities for deteriorated lead-based paint. Samples will be collected no sooner than 60 minutes after the completion of lead hazard reduction activities. Dust wipe samples will be analyzed in accordance with EPA Test Method SW-846 or other method approved by the District and/or Consultant.

F. "Clean Room/Clean Area" shall mean an uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment, and that complies with the OSHA change room standard in 29 CFR 1910.141. The clean area shall contain handwashing facilities, clean clothes, clean cloths, storage for a HEPA vacuum, and respirator storage space. Contaminated equipment or personnel shall not be permitted in this area. The floors and walls of this area shall be covered with 6-mil polyethylene sheeting.

G. "Consultant" shall mean the consulting industrial hygienist. The Consultant is an independent party retained by the District to provide consultation services for lead-related activities.

H. "Containment Barrier" shall refer to a system, process, or barrier surrounding and sealing the outer perimeter of the work area, consisting of walls, floors, and/or ceilings. The containment barrier is designed to ensure that lead-contaminated dust, lead-contaminated soil, or lead paint contaminants are not blown, spread, or tracked from inside to outside of a work site.

I. "Contaminated Equipment Room" shall refer to a contaminated area or room within the decontamination enclosure system that adjoins the work area, with provisions for storage of contaminated clothing or equipment.

J. "Decontamination Area" shall refer to an enclosed area adjacent and connected to a regulated area and consisting of an equipment room, shower area, and a clean room, that is used for the decontamination of workers, materials, and equipment contaminated with lead, without permitting lead concentrations to migrate to uncontaminated areas. See OSHA regulation at 29 CFR 1926.58).

K. "De minimus levels" shall mean an area less than:

1. Two square feet in any interior room;
2. Twenty square feet on an exterior surface; or
3. Ten percent of the surface area on any component part.

L. "Deteriorated paint" shall refer to paint that is cracking, flaking, chipping, peeling, or otherwise separating from the substrate.

M. "Disposal" shall refer to all procedures necessary to transport lead-containing or contaminated waste removed from the project site and deposit it in a waste disposal site or a conversion site in compliance with applicable regulations.

N. "Disposal Site" shall mean a site approved by the EPA and/or applicable State and local hazardous waste control agencies for the disposal of lead-containing wastes.

O. "District" shall mean the San Diego Unified School District.

P. "Disturb" or "Remove paint" shall refer to any action that creates friction, pressure, heat, or a chemical reaction upon any paint on an interior or exterior surface so as to abrade, loosen, penetrate, chip, cut through, remove, or eliminate paint from that surface. This includes all lead hazard correction activities, all demolition activities, and all surface preparation activities performed upon an interior or exterior surface containing paint.

Q. "Doorway" shall refer to a device to allow passage of personnel or equipment from one room to another while restricting air movement between the rooms so as to minimize the dispersal of lead.

R. "Equipment Room" or "Change Room" means a contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

S. "HEPA Filter" shall refer to a High Efficiency Particulate Absolute filter capable of trapping and retaining 99.97% of particles with aerodynamic equivalent diameters greater than or equal to 0.3 micrometers.

T. "HEPA Filtered or HEPA Vacuum Equipment" shall refer to equipment equipped with a HEPA filter in the exhaust outlet, and so designed and maintained that 99.97% of particles with aerodynamic equivalent diameters greater than or equal to 0.3 micrometers in the inlet air are collected and retained. All such equipment used under this contract shall be certified by manufacturers as meeting ANSI Z9.2.

U. "HVAC system" shall refer to the heating/ventilation/air conditioning system of the building(s) within the project site.

V. "Lead-based paint" or "lead paint" shall refer to paint or other surface coating that contains equal to or greater than 1.0 milligram per square centimeter or 0.5 percent by weight lead.

W. "Lead-contaminated dust" shall refer to dust that contains lead equal to or greater than 40 micrograms per square foot ($\mu g/ft^2$) for interior floor surfaces, 250 $\mu g/ft^2$ for interior horizontal surfaces, and 400 $\mu g/ft^2$ for exterior floor and exterior horizontal surfaces.

X. "Lead-contaminated soil" shall refer to bare soil containing lead equal to or greater than 400 parts per million (ppm) in children's play areas and 1000 ppm in all other areas.

Y. "Lead hazard" shall mean:

1. The existence of deteriorated paint over a surface larger than the de minimus levels if the structure was built before 1979;
2. The disturbance of lead-based paint or presumed lead-based paint without containment barriers;
3. The creation or maintenance of a condition that may result in persistent and quantifiable lead exposure; or
4. The presence of lead-contaminated dust or lead-contaminated soil.

Z. "Limited quantity" references DOT regulations, under which 66 pounds (30 kg) or less with inner packaging up to 11 pounds (5 kg) each in strong outer packaging (49 CFR 171.8, 173.155).

AA. "Safety Data Sheet (SDS)" shall refer to information on a product, supplied by the manufacturer, which provides the information listed by OSHA in 29 CFR 1910.1200 and 8 CCR 5194.

BB. "mg/cm^2" shall refer to milligrams per square centimeter.

CC. "Presumed lead-based paint" shall refer to paint or surface coating affixed to a component in or on a school constructed before 1993 or other structure constructed before 1979.

DD. "Primitive air locks" shall refer to air locks constructed using two sheets of plastic. The first one is taped on the top, the floor, and two sides of doorway. Next, a slit is cut six feet high down the middle of the plastic, not all the way to the floor. The second sheet of plastic is taped across the top of the door only, so that it acts as a flap. The flap opens into the work area.

EE. "Project" or "Project Site" shall refer to Marston Middle School.

FF. "Regulated Area" shall refer to an area where lead exposure can reasonably be expected to be, or where airborne concentrations of lead exceed, or can reasonably be expected to exceed, 50 $\mu g/m^3$. This includes any area in which work is being performed that disturbs or removes paint and to which access is restricted to prevent migration of contaminants.

GG. "Removal" shall refer to procedures necessary to remove lead-based paint, lead-containing/contaminated materials, and lead waste from designated areas in a safe manner, and dispose of these materials at a disposal site.

HH. "Transport" shall refer to hauling of lead-containing wastes from a building to the disposal site and deposit of the wastes therein by a firm currently approved by the EPA for the transport of hazardous wastes and approved by any state or local agencies having jurisdiction.

II. "$\mu g/m^3$" shall refer to micrograms per cubic meter.

JJ. "$\mu g/ft^2$" shall refer to micrograms per square foot.

KK. "Wash room" shall refer to a room contiguous to a clean room and an equipment room in the decontamination area, equipped with one or more wash basins to adequately accommodate the workers. Provide an adequate supply of soap, shampoo, and towels.

LL. "Wet cleaning" shall refer to the process of eliminating lead contamination from building surfaces and objects by methods that render lead adequately wet. Such methods include use of cloths and mops, or low-flow amended water sprays, or other cleaning tools that have been dampened with clean and/or amended water.

MM. "Work Area" shall refer to an area where lead-based paint or presumed lead-based paint is disturbed or abatement is conducted.

1.6 PRE-REMOVAL MEETINGS

A. Pre-Removal Conference: Conduct conference at Project Site.

1. The District will arrange a Pre-Removal Conference, attended by a representative of the District, the Consultant, and the Contractor.
2. The Contractor shall identify his Supervisor and Foreman at this conference.

3. Provide electronic copies of "Action Submittals" at least five working days prior to this conference.
4. Pre-Removal Conference topics may include:

    a. Contractor listing of existing site condition (e.g. damage).
    b. Review and confirm scope of work, Hazardous Building Material Survey Reports, and material quantities.
    c. Contractor and supporting vendor site access and parking.
    d. Coordination of Contractor access routes to the work area, including approved doors, stairways, corridors, and elevators.
    e. Availability of building utility services, such as power, water, and drains.
    f. Determination of equipment and other movable items to be removed from the work area(s) by the Contractor, and the location of temporary storage space.
    g. Location, coverage, and use of isolation barriers and decontamination facilities.
    h. Emergency Response Procedures.

1.7 ACTION SUBMITTALS

A. Lead Compliance Plan. The Plan shall meet the requirements of 8 CCR 1532.1 e(2)(B) and include minimally the following:

1. A description of each activity during which lead is emitted including equipment used, material involved, controls in place, crew size, employee job responsibilities, operating procedures and maintenance practices.
2. A description of the specific means that will be employed to achieve compliance and, where engineering controls are required, engineering plans and studies used to determine methods selected for controlling exposure to lead.
3. A report of the technology considered in meeting the PEL.
4. Air monitoring data that documents the source of lead emissions.
5. A detailed schedule for implementation of the program, including documentation such as copies of purchase orders for equipment, construction contracts, etc.
6. A work practice program that includes compliance items related to protective work clothing and equipment, housekeeping, hygiene facilities, hygiene practices, and regulated areas and other relevant work practices.
7. An administrative control schedule, if applicable.
8. A description of arrangements made among contractors on multi-contractor sites with respect to informing affected employees of potential exposure to lead and of regulated areas.
9. Any other relevant information.

1.8 INFORMATIONAL SUBMITTALS

A. Pre-Removal Submittals:

1. Copies of all notifications, permits, applications, licenses and like documents required by federal, state, or local regulation in proper fashion, including CDPH form 8551, Cal-OSHA Notification, and notice to occupants if applicable. Notification shall be given to

the District and Consultant at least 5 working days prior to the beginning of each phase or mobilization of work involving lead.

2. Copies of each worker's medical clearance to wear respirators.
3. Statement by the examining medical doctor that medical exams required by California-OSHA for lead work took place, and when, for each employee to be used on the project.
4. Record of successful respirator fit testing performed by a qualified individual within the previous twelve months, for each employee to be used on this project with the employee's name and fit test date, fit test method, and model and size of respirator with each record. NOTE: In the event employees are hired after the project start date, supply the proper documentation as required at least 24 hours in advance of their start.
5. Name of designated competent person(s), certificate(s) of training, and copies of "Lead-Related Construction Supervisor" certifications granted by the California Department of Public Health.
6. List of all supervisors and workers intended to be assigned to the project and copies of CDPH Lead-Related Construction Certifications granted by the California Department of Public Health.
7. Proposed Emergency Plan and route of egress from work areas in case of fire or injury, including the name and phone number of nearest medical assistance center. This shall be conspicuously posted at the work site and filed with proper agencies.
8. The name and address of Contractor's personal air monitoring and waste disposal lead testing laboratory(ies) including certification(s) of ELPAT accreditation for heavy metal analysis and National Lead Laboratory Accreditation Program (NLLAP) and American Industrial Hygiene Association (AIHA) accredited for lead analysis for air monitoring laboratory.
9. Safety Data Sheets (SDS) on all materials and chemicals to be used on the project.
10. Name, address, and ID number of the hazardous waste hauler, waste transfer route, and proposed disposal site.
11. Name, address, and ID number of the proposed construction debris disposal site.
12. Name, address, and ID number of hazardous waste disposal site. Documentation must be submitted from these sites proving they are licensed to accept such waste and will accept such waste.
13. A copy of the Contractor's CAL-OSHA Lead Compliance Plan, in accordance with Title 8, Section 15 32 .1.
14. A copy of the Contractor's CAL-OSHA Respiratory Protection Program, in accordance with Title 8, Section 5144.
15. A copy of the Contractor's CAL-OSHA Injury and Illness Prevention Program, in accordance with Title 8, Section 3203.

B. Submittals During Removal Work:

1. Remediation Progress Report.
2. Results from personal air samples.
3. Results from waste testing.
4. Results from other testing.
5. Medical, Fit Test and CDPH Lead-Related Construction Certification twenty-four (24) hours in advance of any new employees starting on the project.

1.9 CLOSEOUT SUBMITTALS

A. Submit immediately upon completion of lead-related work:

1. Copies of manifests and receipts acknowledging disposal of all hazardous and non-hazardous waste material from the project showing delivery date, quantity, and appropriate signature of landfill's authorized representative.
2. All personal monitoring results.
3. All waste characterization test results.

1.10 PERFORMANCE REQUIREMENTS

A. Applicable Standards:

1. Per California Department of Public Health, all paint on schools applied prior to January 1, 1993 is "presumed lead-based paint", and requires compliance with the most current laws and regulations including SB460 effective January 1, 2003.
2. Per CAL-OSHA and Federal OSHA, whenever construction activities disturb lead in any amount, the employer must assume that employees may be exposed to lead and comply with the requirements of the "Lead in Construction Standard" Title 8, Section 15 32 .1.
3. Per the City of San Diego Ordinance 19732, any person who disturbs or removes paint in the interior or exterior of a dwelling unit or structure constructed prior to January 1, 1979, or from any surface on a steel structure, shall use lead-safe work practices, unless a certified Inspector/Assessor determines, prior to the commencement of activities which disturb or remove paint, that the concentration of lead in paint is below 1,000 parts per million or 0.5 milligrams per square centimeter.

B. Contractor Personnel Qualifications:

1. All workers assigned to this project shall have been trained in accordance with California Construction Safety Orders, 1532.1, Lead-Related Construction, and shall hold “Lead-Related Construction Worker” certifications granted by the California Department of Public Health.
2. Provide one full-time onsite Supervisor whose duties shall include coordination, safety, security, and execution of all phases of the Work. The Supervisor shall not be used as a worker. The Supervisor shall hold "Lead-Related Construction Supervisor" certifications granted by California Department of Public Health.

C. Contractor Responsibilities:

1. Notifications /Approvals: In proper and timely fashion, make all applicable and necessary notifications to relevant federal, state, and local authorities and obtain and comply with the provisions of all permits or applications required by the work specified, as well as make all required submittals required under those auspices. The costs for all permits, applications, fees the like, are to be borne by the Contractor.
2. Notice to Occupants: Provide a “Notice to Occupants”, meeting the requirements of the City of San Diego Lead Ordinance Section 54 .1 006, at least seven business days prior to any activities that disturb or remove presumed-lead based paint, lead-based paint, or paint

containing greater than 1000 ppm or 0.5 mg/cm^2 lead. Provide notice to the District and Consultant and post at the work area.

D. Work and Scheduling Requirements:

1. Work shall be carried out in sequential phases. Inspection and approval of each phase by the Consultant shall be sought and gained before proceeding to the next phase. Work shall proceed in accordance with the schedule agreed upon by the District and approval of each phase by the Consultant shall be sought and gained prior to proceeding to the next phase. As a Contract requirement, any reasonable delay caused by this requirement shall not constitute a basis for claim against the District or Consultant.
2. Project Sequence:

    a. Extend full cooperation to District in all matters involving the use of District's facilities. At no time shall Contractor cause or allow to be caused conditions that may cause risk or hazard to the public or conditions that might impair safe use of the facility. The use of the facility's electricity, water or like utilities by the Contractor shall be in accordance with Section 01 50 00 "Temporary Facilities and Controls."
    b. Coordinate the work of this Section with that of all other trades. Work shall not proceed in any area without the express consent of the District and Consultant. Be available within 24-hour notice for additional work or rework if after acceptance of the work it is found that full remediation was not achieved from the initial work effort as determined by the District and Consultant.

E. Protection of Persons and Property:

1. General:

    a. Provide medical surveillance and biological monitoring on all workers in accordance with 8 CFR 1532.1.

2. Respiratory Protection:

    a. Provide workers and supervisory personnel with NIOSH approved respirators and P-100 (HEPA) filters. Respiratory protection shall be implemented for all work performed under this Section. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Disposable respirators are not acceptable under any circumstances.
    b. Maintain on-site a sufficient supply of P-100 filters to allow workers and supervisory personnel to change contaminated filters per manufacturer's recommendations or when breathing resistance increases. Comply with all applicable regulations.
    c. Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the respiratory protection program, which must include all items specified by CAL-OSHA Respiratory Protection Program Title 8, Section 5144, including medical clearance, fit-testing, training, cleaning, storage, inspection, and maintenance. A

copy of this program shall be kept at the worksite, and shall be posted in the clean area.

d. Additional respiratory protection using adsorbent media, such as organic vapor cartridges, may be needed when handling some coating products. If this is the case combination cartridges that are equipped with P-100 filters in series with the appropriate adsorbent media are required. Consult the Safety Data Sheets (SDS) and obtain the proper cartridges as necessary.

e. Facial hair such as beards, long sideburns, and moustaches that interfere with the seal of air purifying type respirators are prohibited. Workers with eye corrective lenses (contact lenses or glasses) shall wear the corrective lenses in a manner that is in compliance with 8 CCR 1529 and 8 CCR 5144.

3. Personal Protective Equipment:

a. Provide personal protection, in the form of disposable coveralls to all workers, supervisors, and authorized visitors entering the work area during activities disturbing lead.

b. Provide each worker with disposable suits every day. Under no circumstances shall anyone entering the removal area be allowed to reuse a contaminated uniform. In addition to disposable suits for the workers, supply suits for the Consultant and other personnel who are authorized to inspect the worksite. Disposable suits, such as TYVEK suits, and other personal protective equipment (PPE) must be donned prior to entering work area. A clean area shall be provided for workers to put on suits and other personal protective equipment and to store their street clothes.

c. Work clothes shall consist of disposable full-body suits, head covers, gloves with cuffs extending outside the sleeves of the protective suit, boot or shoe covers, and other protection as needed. Hard hats shall be worn, as required.

d. Provide eye protection to personnel engaged in lead operations when the use of a full-face respirator is not required.

e. Goggles with side shields shall be worn when working with a material that may splash or fragment, or if protective eyewear is specified on the Safety Data Sheet (SDS) for that product.

f. All disposal protective clothing shall be discarded and disposed of as lead-contaminated waste every time the wearer exits from the workspace to the outside. All exits from the workspace will be through the decontamination facilities, except in the event of an emergency.

4. Air Monitoring:

a. General: Perform personal air sampling during activities involving lead. The results of such sampling shall be posted, provided to individual workers, and submitted to District and/or Consultant as described herein.

b. Sampling: Take samples for the duration of the work shift or for eight hours, whichever is less. Personal air samples need not be taken every day after the first day if working conditions remain unchanged, but must be taken every time there is a change in the removal operation, in terms of either the site or the type of work. Sampling will be used to determine eight-hour time-weighted average (TWA) exposure.

c. Sampling Results: Transmit air sampling results to the District and/or Consultant and individual workers in written form no more than forty-eight (48) hours after the completion of a sampling cycle. The reporting document shall list each sample's sampling time and date, personnel monitored, flow rate, sample duration, analytical laboratory, analytical results, and shall include an interpretation of the results. Air sample analysis results shall be reported in micrograms/cubic meter (µg/m3).

d. Testing Laboratory: The Contractor's testing lab shall be National Lead Laboratory Accreditation Program (NLLAP) and American Industrial Hygiene Association (AIHA) accredited for lead analysis.

e. Air Monitoring Frequency: The air monitoring frequency for Contractor operations shall be in accordance with the requirements set forth in Title 8, Section 15 32 .1.

5. Damage and Repairs to Project Site: Work activities involving lead shall be performed without damage to the building(s), including structural members, ceilings, pipes, walls, or light fixtures. Provide protection of these items and materials as part of work area preparation. Where work activities involving lead causes damage, patch, repair, replace or otherwise restore the damaged items to their original condition or replace with better materials, with no additional cost to the District. This includes repair of surfaces damaged during component removal as described herein.

1.11 QUALITY ASSURANCE

A. District’s Role: The performance and execution of the project will be monitored by the District. The District will bear costs associated with the independent laboratory and inspection work required in these Specifications for clearance testing, third party oversight, and oversight sample analyses, unless otherwise noted.

B. Consultant’s Role: The District shall retain the services of a CDPH-certified Lead Project Monitor for the purposes of management of the work activities involving lead described herein. The Consultant will represent the District in all phases of the work activities involving lead, at the discretion of the District. Regard the Consultant’s direction as authoritative and binding, as provided herein, in matters particularly involving, but not limited to, approval of work areas, review of monitoring results, completion of various segments of work, final completion of work activities involving lead, submission of data, and daily field punch list items.

1. Inspections: In addition to various daily inspections of the lead work area and work practices, the Consultant will make three mandatory inspections during the work, one during each phase of removal. Each inspection must be requested by the Contractor and be performed by the Consultant. The work being inspected must meet the Consultant's satisfaction before work may begin for the next phase of work. Failure on the part of the Contractor to obtain the Consultant's approval before proceeding to the next scheduled phase is regarded as a violation of this Section. In the event of this occurring, the Consultant will request work to be stopped and the District will be contacted to intervene. The three inspections are as follows:

a. Work Area Preparation Completed: Have all pre-removal preparations of the work area complete, seek, and review approval from the Consultant to proceed.
b. Post Removal Inspection: Work shall have been completed including renovation, removal, paint stabilization, or abatement. Final clean-up of all visible debris final cleaning techniques of wet washing and HEPA vacuuming will have been completed.
c. Final Clearance: The Consultant will perform final clearance wipe testing as soon as possible after final clean-up activities are completed, or as appropriate.

PART 2 - PRODUCTS

2.1 GENERAL

A. No materials, equipment, or tools belonging to the District shall be used by the Contractor, except in case of an emergency and upon explicit authorization by the District.

B. Deliver all materials and equipment to the site in the original containers bearing the name of the manufacturer and details for proper storage and usage.

C. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner, which shall not interfere with operations of the District.

D. The District and/or Consultant must approve unloading and temporary storage sites and transfer routes in advance.

E. Damaged or deteriorated materials may not be used and must be promptly removed from the project site. Materials, that have become contaminated with lead shall be packaged as lead waste, characterized, and disposed of in an approved landfill.

F. All materials, tools, and equipment must comply at a minimum with this specification and all applicable federal, state, and local regulations.

2.2 MATERIALS

A. Plastic Sheeting: Sheet shall be fire-retardant polyethylene sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be 6-mils.

B. Barrier Tape: Tape labeled as “CAUTION-LEAD HAZARD-DO NOT ENTER WORK AREA UNLESS AUTHORIZED” or similarly labeled, for use on the exteriors of the buildings.

C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and of attaching plastic sheet to finished or unfinished surfaces of dissimilar materials, and shall be capable of adhering under dry and wet conditions, including wetting by amended water.

D. Lead Disposal Packaging: Packaging shall be suitable to receive and retain any lead-containing materials until disposal or conversion at an approved site. The packaging shall be both air and watertight.

1. Bags: Disposal bags shall be double 6-mil thick polyethylene, pre-printed with labels as required by 8 CCR Section 15 32 .1.
2. Labeling: Stick-on labels as per EPA, OSHA, and DOT requirement for disposal drums.

E. Warning Signs: Signs shall be as posted to each entrance to and from the work area undergoing lead hazard reduction in accordance with Title 17 CCR 35001-36100 and 8 CCR 1532.1.

F. Flexible duct: For ventilation units (if required).

G. Spray adhesive: Must be fire-retardant.

2.3 TOOLS AND EQUIPMENT

A. Airless Sprayer: Amended water and surface sealers shall be applied with an airless or other low-pressure sprayer or injector suitable for the specific application.

B. Air Purifying Equipment: Equipment used to establish negative pressure in the work area shall be HEPA-filtered. If negative air machines will be exhausted inside any part of the building, they must be DOP tested and certified on site or have a certification of passing DOP testing attached.

C. Vacuum Equipment: All vacuum equipment used for cleaning up shall be HEPA-filtered. Each HEPA-filtered vacuum brought onsite must be DOP tested and certified. DOP testing can be conducted on or off site, providing that each unit has a certification (of passing DOP testing) attached. At least one HEPA vacuum shall be equipped with floor (hard surface and carpet) cleaning attachments.

D. Scaffolding/Staging/Ladders: Shall meet OSHA safety regulations, including 29 CFR 1926.450-452 and 8 CCR 1637. Where electrical power and water are used inside a work area, no electrically conductive ladders (e.g., aluminum or steel) shall be used (except for hinges and feet).

E. Transportation Equipment: Shall be suitable for loading, temporary storage, transport, and unloading of lead-contaminated materials without exposure to persons or property. Equipment shall be currently registered with the State for transport of hazardous wastes and be currently certified by the State for vehicle inspection.

F. Other Tools and Equipment: Furnish all equipment such as lumber, nails, ladders, hardware, and supplies that may be required to construct and dismantle the decontamination areas and the barriers that isolate the work area. Provide other suitable tools for the lead-related activities, including hand scrapers, wire brushes, sponges, mops, and shovels.

G. Electrical: Electrical tools and equipment shall meet all applicable codes and regulations, including, in particular, 29 CFR 1910.304, 29 CFR 1926.400-449, and 8 CCR 1760.

1. Grounding. Ground fault circuit-interrupters shall always be used for all electrical equipment, except to the extent provided in an assured equipment grounding conductor program, 29 CFR 1926.404, and 8 CFR 2405.4.
2. Additional requirements. Other OSHA requirements for equipment grounding conductors, beyond those described in the grounding paragraph, apply.

H. Fire extinguishers.

I. Portable eye washes.

PART 3 - EXECUTION

3.1 WORK AREA PREPARATION

A. Signage: Prior to the preparation of a building for work activities involving lead, place warning signs immediately outside all entrances and exits to the building, warning that lead-related work is being conducted in the vicinity. The signs shall be in English and Spanish, at least 20 inches by 14 inches with bold lettering, and not smaller than 2 inches tall, and read: “WARNING: LEAD PAINT REMOVAL HAZARD; UNAUTHORIZED ENTRY PROHIBITED; NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA.

B. Access to the Work:

1. The District will provide specific access as required during the project to the Contractor’s personnel assigned to the project. Allow only authorized personnel into the work area.
2. Maintain a bound logbook in which any person entering or leaving the lead work area must sign and enter the dates and times of entry and departure.
3. Use of waste containers onsite shall be controlled under the following requirements:

    a. Location of waste containers onsite shall be coordinated with the District and Consultant.
    b. The waste containers shall be solid enclosed containers, lined with two layers of 6-mil polyethylene sheeting locked and secured at all times, when not in immediate use.
    c. Comply with all federal, state, and local regulations and ordinances regarding lead waste storage.
    d. Do not allow anyone access to the building unless they have successfully completed a training program and are wearing a properly fitted respirator, unless stated otherwise by the Consultant.

C. Containment: Establish “containment" as specified in tables 8.1, 8.2, and 8.3 of the HUD guidelines and Appendix A of the City of San Diego Lead Ordinance, as applicable. Copies of these tables are included in Appendix A of this Section.

1. Decontamination Unit: At a minimum construct a two-stage decontamination unit. This unit shall be connected to the work area (abatement or paint stabilization) for the decontamination of workers contaminated with lead. The decontamination unit shall

consist of an equipment room, dirty room, and wash area in series. Ensure that employees enter and exit the work area through this unit. In addition, the decontamination unit shall be constructed with 6-mil polyethylene sheeting on floors, walls, and ceiling. Doors through this unit shall be constructed as described in Appendix A of this Section.

2. Clean Area: Select a clean area outside the lead work area for the workers to change into protective equipment. This area shall contain hand washing facilities, clean cloths, storage for a HEPA vacuum, and respirator storage space. Contaminated equipment or personnel shall not be permitted in this area. The floors and walls of this area shall be covered with 6-mil polyethylene sheeting.
3. Lead Work Area: Pre-clean all surfaces with a HEPA vacuum and remove any furniture, or other movable objects. All debris gathered during this clean up shall be disposed of properly. Requirements are the same for abatement or paint stabilization area(s).
4. Deteriorated Lead-Based Paint: Clean any surfaces impacted by deteriorated lead-based paint. The cleaning of these surfaces shall be completed during establishing "containment" for the work area.

D. Approvals and Inspections. All temporary facilities, work procedures, equipment, materials, services, and agreements must strictly adhere to and meet this Section along with EPA, OSHA, NIOSH, HUD regulations, recommendations, and guidelines, as well as any other federal, state, and local regulations. Where there exists an overlap of these regulations and guidelines, the most stringent one applies. All work performed by the Contractor is further subject to approval of the District and/or Consultant.

3.2 WORK AREA PROCEDURES

A. In order to avoid possible exposure to dangerous levels of lead and to prevent possible contamination of areas outside the demarcated work area, work shall follow the general guidelines listed below.

1. Work Area Entry: At no time shall a worker or other authorized personnel entering the work area go further than the Clean Area without proper respiratory protection and protective clothing. Work area entry is through the decontamination area.
2. Work Area Departure: The worker shall remove all gross contamination, debris, and dust from the disposable suit by completely HEPA vacuuming them before leaving work area. Work area exit is through the decontamination area.
3. Personal Protective Equipment: All persons leaving the work area must remove their PPE (except respirators) before leaving. Suits shall be removed "inside out" to minimize the dispersal of lead dust.
4. Equipment: All equipment used by the workers inside the work area shall be either left in the work area or thoroughly decontaminated before being removed from the area. Extra work clothing (in addition to the disposable suits supplied by the Contractor) shall be left in the clean area until the completion of work in that area. The clean area shall be cleaned of all visible debris and disposable materials daily.
5. Footwear: As with additional clothing, all footwear shall be left inside the clean area until the completion of the job and then shall be HEPA vacuumed or discarded as contaminated waste.
6. Shock hazards.

a. Use safe procedures to avoid electrical hazards. Power shall be shut off and checked before work begins when a hazard exists.
b. All extension cords and power tools used within the work area shall utilize in-line Ground Fault Circuit Interrupters (GFCI).

B. Prohibited Practices. Under no circumstances shall workers or supervisory personnel eat, drink, smoke, chew gum, chew tobacco, or remove their respirators in the work area. To do so shall be grounds for the District and/or Consultant to stop all operations. Only in the case of life threatening emergency shall workers or supervisory personnel be allowed to remove their protective respirators while in the work area. In this situation, respirators are to be removed for as short of duration possible.

3.3 WORK ACTIVITIES INVOLVING LEAD

A. General:

1. Workmanship: All lead-related work activities shall be conducted in a professional workman-like manner. Since any lead-related work procedure may cause damage to the substrate and/or adjacent surface if performed improperly, strict work controls are required.
2. Approval: Receive prior approval from the District and Consultant before using any materials or equipment. No methods involving open flame, wire brushing, or dry scraping alone, or with the aid of flammable solvent or abrasive compound, or solvents containing methylene chloride, shall be used in removing paint.
3. Disposal: All leaded materials, residues, debris, or soil contaminated as a result of lead-related work, must be treated, and/or disposed of in accordance with regulations and guidelines of EPA, HUD, state and local regulations and ordinances, and all other applicable agencies.

    a. All such materials shall be wrapped in 6-mil plastic sheeting with all edges and seams sealed or placed in 6-mil plastic bags with the top of the bags twisted so as to form a loop. The loop shall then be sealed. The bags of residue/debris shall then be further containerized in an additional 6-mil plastic bag.
    b. The sealing process shall include the use of a waterproof tape of sufficient strength so as to maintain the integrity of the seal.
    c. All components shall have all nails and/or other hardware flattened or removed prior to disposal.
    d. The residue/debris shall be lightly misted prior to placement for disposal.
    e. The residue/debris shall be carefully handled so as to prevent rupture, or in any way diminishing container integrity.
    f. All wastewater shall be collected and tested prior to disposal. Consider filtering the water through a 5-micron filter prior to testing.

4. Damage and Repairs to Project Site: Work activities involving lead shall be performed without damage to the building(s), including structural members, ceilings, pipes, walls, or light fixtures. Provide protection of these items and materials as part of work area preparation. Where work activities involving lead causes damage, patch, repair, replace or otherwise restore the damaged items to their original condition or replace with better

materials, with no additional cost to the District. This includes repair of surfaces damaged during component removal as described herein.

5. Responsibilities and Supervision: Use approved lead-related work practices during the course of the work. Abide by all of the worker protection and safety specifications as outlined. Provide electrical service sufficient for the equipment to be used during lead-related work. Provide plumbing so that adequate services are available for washing down the areas after lead-related work and for personal hygiene. Provide an on-site lead abatement Supervisor/Competent Person during all phases of work activities involving lead.

B. Component Removal Procedures: All bundles of "containers" of removed components and/or debris shall be carefully handled to reduce the potential of ripping, bursting, or otherwise diminishing the integrity of the bundle or "container".

1. Care shall be taken so that leaded materials are neither burned, made to become dusty, nor result in further exposure to workers, occupants, children or observers.
2. Care shall be taken to avoid damage to adjacent areas during the removal of components to be replaced. Run a utility knife around the edge (score) of the component substrate and the adjacent (non-abated) substrate to cut any bonding between the substrates and thereby eliminate damage.
3. If components to be removed contain gross areas of loose or peeling paint, these areas shall be wet scraped or HEPA vacuum prior to removal. The paint chips shall be contained either in the HEPA vacuum or in a separate 6-mil polyethylene bag. Temporary encapsulant expressly for this purpose is also acceptable.
4. Components that are removed for replacement shall be wrapped and stored for disposal, or disposed of in accordance with the applicable codes and requirements of this Section.
5. Wood Component Removal: A pry device shall be utilized to carefully remove the components. Once the component has been removed, the resulting material shall be cut into lengths that are easily managed for the purposes of containerization. Containerization shall be accomplished by removing or flattening all nails to prevent punctures or tearing and wrapping the material in six-mil plastic sheeting. The wrapping shall be finalized by securing with waterproof tape of sufficient strength at all edges and seams, so as to prevent diminishing the integrity of the container.

C. Paint Film Stabilization.

1. Substrate Repairs:

   a. Prior to stabilizing lead-based paint, correct substrate surfaces defects. Remove loose, unsound, or deteriorated substrates.
   b. Place in 6-mil polyethylene disposal bag and dispose of in accordance with applicable regulations.

2. Paint Removal.

   a. Wet Scraping: Remove all loose, flaking, and deteriorated paint by wet scraping. Continually mist surface with water during scraping. Clean any generated debris by HEPA-vacuum.

b. Wet Sanding: Prepare finish surfaces by wet sanding, featheredges lightly. Keep surface wet while sanding. Use hand sanding and HEPA-vacuum debris. If mechanical sanders are used they must be equipped with integrated HEPA-filtered dust collection.

3. Surface Cleaning.

a. Dust and chips: HEPA vacuum surface after drying.
b. Chemically treat surface if necessary for good paint adhesion. Follow manufacturer's printed instructions for system used.
c. Test surface for pH following chemical treatment.

D. Demolition of Materials Containing Lead:

1. Exclusion Zone: At a minimum, an exclusion zone of 20 feet shall be established around the work area prior to commencement of demolition activities.

2. Worker Safety: During demolition activities, only workers certified under the CDPH LRC program shall be allowed within the exclusion zone, including machinery operators and supporting workers. Workers shall also don Level C PPE, as outlined by OSHA and specifically consisting of respirators equipped with P-100 HEPA filter cartridges, coveralls, hardhats, work gloves, and appropriate footwear.

3. Public Safety and Perimeter Monitoring: To ensure public safety, the Contractor's Supervisor/Competent Person shall not be within the exclusion zone and shall instead be responsible for maintaining the integrity of the exclusion zone (i.e., keeping members of the public and any other trades onsite out of the exclusion zone). The Consultant shall perform perimeter monitoring of demolition activities at a frequency adequate to establish work is being performed in an appropriate and safe manner.

4. Demolition Activities: Demolition shall be completed using adequate amounts of water (i.e., "wet methods") to control the release of lead dust.

5. Waste Storage and Characterization: Following demolition, waste shall be stockpiled, either on hardscape (i.e., concrete or asphalt) or on a poly drop sheet, and covered while characterization of the waste stream occurs. The Contractor shall be responsible for sampling and characterization of waste generated during demolition activities.

6. Disposal: Disposal shall meet standards specified above.

3.4 CLEANING AND FINAL CLEARANCE

A. End of Day Cleaning: Thirty (30) minutes prior to the end of each workday, the lead work area must be cleaned of all debris. Under no circumstances will lead clean-up be permitted when active LBP removal work, lead paint stabilization, or other work involving disturbance of lead paint, presumed-lead based paint, or paint exceeding the City of San Diego threshold requiring lead-safe work practices is proceeding. All interior surfaces in the work area shall be cleaned of dust and debris. Such cleaning shall include a thorough HEPA vacuuming of all affected

surfaces, as determined by the Consultant. Additionally, such cleanings may require the use of a lead-specific cleaner. All waste materials generated during this daily clean up shall be disposed of as hazardous waste, unless analytical testing proves otherwise.

B. Equipment Cleaning: Durable equipment, such as power and hand tools, generators, and vehicles shall be cleaned prior to removal from unit undergoing lead paint removal or paint stabilization or the site. All equipment shall be cleaned by HEPA vacuuming and wet washing with a lead-specific cleaner.

C. High Efficiency Particulate Air (HEPA) Vacuum: Obtain HEPA vacuum attachments, such as various size brushes, crevice tools, and angular tools to be used for varied applications and service the HEPA vacuum routinely to assure proper operation. Caution shall be used any time the HEPA vacuum is opened for filter replacement or debris removal. Operators shall wear a full set of protective clothing and equipment, including respirators, when using the HEPA vacuuming equipment or removing/replacing used filters.

D. Preliminary Cleanup: Upon completion of the abatement, stabilization, or interim control and a satisfactory visual inspection by the District and/or Consultant in a given work area, perform a preliminary clean-up. This clean-up includes removal of any contaminated material, equipment, or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall first be sprayed or misted with water for dust control, the resulting debris removed, and then the sheeting shall be folded in upon itself.

1. Large Debris: Large debris from work activities involving lead shall be wrapped in polyethylene sheeting at least 6-mil thick, sealed with heavy-duty duct tape, and stored until proper disposal.
2. Small Debris: Prior to picking up or collecting small debris, the surfaces of this debris will be sprayed with a fine mist of water. The debris will be picked up, collected, and placed into a single plastic bag, at least 6-mil thick. The bags shall not be overloaded, shall be securely sealed, and shall be stored in the designated area until disposal. Dry sweeping is not permitted in the work area; wet sweeping is required.
3. Plastic Sheeting: Removal of surfaces 6-mil polyethylene sheeting shall begin from upper levels. Removal of ground polyethylene sheeting shall begin at the corners and folded into the middle to contain the dust or residue. All collected polyethylene sheeting shall be placed in 6-mil polyethylene bags for proper disposal as described in these Specifications.
4. HEPA Vacuum: Once the 6-mil polyethylene sheeting is removed from the work area, cleaning shall begin with a thorough HEPA vacuuming of all surfaces, starting at the ceilings, proceeding down the walls and including window, door, and door trim and floor. The floor shall be vacuumed last, beginning at the farthest corners from the entrance to the work area. HEPA vacuuming shall again be performed as noted above, after the following wet wash.
5. Wet Wash: Next, wet wash or mop the same surfaces with a lead-specific cleaner and allow surfaces to dry. Then a second HEPA vacuuming of the surfaces will be performed by the contractor, as described above. By the conclusion of the cleaning phase, all visible dust and debris shall have been completely removed.
6. Hygiene, Cleaning Equipment and Supplies. Special attention shall be given to personal hygiene and the cleaning of supplies and equipment. All mop heads; sponges and rags

shall be replaced or changed daily, at a minimum. Rags, mop heads or sponges may be reused if the Contractor has them cleaned via a washing system specially equipped with HEPA filtration.

7. Detergents: Prepare and use detergents specifically designed for lead abatement work. The manufacturer's recommended coverage will be followed. Detergent solutions should be replaced as needed.
8. Wastewater. The wastewater from the clean-up shall be contained and disposed of according to all applicable federal, state, county, and local regulations and guidelines. In no instance shall wastewater be disposed in storm sewers (e.g., yard inlet or street drain) or sanitary sewers (e.g., toilet, sink, or any other household/ residential/ commercial type drain system) without specific governmental approval.

E. Visual Inspection: Request a visual inspection by the Consultant. If the area does not pass a visual inspection, re-clean the area.

F. Work Area Clearance: When all surfaces have passed visual inspection, wipe samples shall be performed by the Consultant. This shall be performed after completion of the final clean up. The standards for passing a wipe test are outlined herein. Should laboratory results indicate that the wipe test clearance level is exceeded, re-clean the affected area, at no additional cost to the District, utilizing the methods specified above. Re-testing will then be performed to verify compliance with the mandated levels. Pay for all additional testing and provide, at no additional cost, a re-cleaning of an affected area until the clearance level is achieved. Bear any additional expenses, such as relocation expenses and Consultant fees, due to failure of clearance testing.

G. Finish Coatings. Finished coatings, including stains, primer, sealers, and poly coatings, if used, shall only be applied upon approval by the District and/or Consultant. Any surface requiring painting shall be primed with an approved primer.

H. Final Clearance. Final clearance shall take place after finish coating has been applied. Final clearance shall include visual inspection and wipe sampling as per Section 3.4 (I) and (J).

I. Inspection/Clearance Standards. When clean-up has been completed and all surfaces have been sealed, wipe samples by the Consultant will be performed. The following standards shall be met for all “clearance” requirements.

Type of Procedure	Number and Location of Wipe Samples
Interior Treatments	Two wipe samples from every treated room (up to four rooms) as follows: • One interior window sill or window trough, alternating between rooms (one floor if window not present) • One floor

Type of Procedure	Number and Location of Wipe Samples
Exterior Treatments	Two wipe samples as follows: • At least one dust sample on a horizontal surface in part of the outdoor living area • One window trough sample on each floor where exterior work was performed
Notes: (1) An area is a room, closet, pantry, hall, portion of room (such as the dining area of a kitchen/dining room), etc. If a room and its closet are both abated, they can be treated as one area for purpose of wipe testing. (2) Other applicable areas may also have wipe samples taken, at the discretion of the Consultant in conformance with the HUD Guidelines for the Evaluation and Control of LBP Hazards in Housing.	

J. Wipe Standards. The standards for passing a wipe test are:

1. Floors. 40 micrograms per square foot or less.
2. Interior window sills/surfaces. 250 micrograms per square foot or less.
3. Exterior horizontal window and floors. 400 micrograms per square foot or less.

K. Retests: Should laboratory results indicate that the wipe test clearance level is exceeded, re-clean the affected area, at no additional cost to the District, utilizing the methods specified above. Retesting will then be performed to verify compliance with the mandated levels. Pay for all additional testing and Consultant fees, and provide at no additional cost a re-cleaning of an affected area until the clearance level is achieved.

3.5 DISPOSAL OF WASTE MATERIALS

A. All materials, whether hazardous or non-hazardous, shall be disposed in accordance with all laws and the provisions of this Section and all applicable federal, state, county or local regulations and guidelines. Assure compliance with all laws and regulations relating to this disposal.

B. General Applicability.

1. Contact the regional EPA, state, and local authorities to determine lead-containing or contaminated debris disposal requirements.
2. The requirements of Resource Conservation and Recovery Act (RCRA) shall be complied with as well as California solid waste plan requirements. During lead-related work, do not leave debris on the property, incinerate debris, dump waste by the road or in an un-authorized dumpster, or introduce lead contaminated water into storm or sanitary sewers.

C. Disposal Requirements.

1. Dispose of the following materials as hazardous waste in accordance with this Section:

    a. All paint chips and paint chip debris.
    b. Lead-containing or contaminated materials exceeding regulatory thresholds.

2. Test the following materials individually and provide results to District and Consultant, to determine whether they are to be considered hazardous.

    a. Wastewater used to decontaminate.
    b. Rags, sponges, mops, HEPA filters, respirator cartridges, and other materials used for lead-related work and clean-up and containment.
    c. Other waste derived from work activities involving lead.

D. Hazardous Waste Tests.

1. Perform the Toxicity Characteristic Leaching Procedure (TCLP) to determine whether the wastes are classified as non-hazardous solid or hazardous waste as defined under RCRA. Representative samples shall be required of all material to be disposed.
2. If any of these samples are above the TCLP regulatory limits, dispose of all of that type of material as hazardous waste.

    a. Meet the requirements of the State of California, as per Title 22, CCR 66261 and other related regulations. This will include, if applicable, other waste testing, such as Total Threshold Limit Concentration (TTLC) and Soluble Threshold Limit Concentration (STLC).
    b. Submit written manifest to District prior to removing any waste from the site and submit a complete manifest to District after waste is disposed of. The following documents are made applicable and part of this Section: 40 CFR 241, 257, 261, 262, and 49 CFR 172, 173, 178, and 179, Department of Transportation (DOT) Regulations.

E. Disposal of Non-Hazardous Contaminated Solid Waste: The following procedures shall be followed for the disposal of all non-hazardous materials:

1. Place all non-hazardous contaminated materials in 6-mil polyethylene bags that are airtight and puncture resistant. Pieces of wood or other types of substrates that do not fit into plastic bags shall be wrapped and labeled "DANGER, LEAD DUST."
2. Place all disposable cleaning materials, such as sponges, mop heads, filters, disposable clothing in 6 mil plastic bags and seal.
3. Clean surfaces, equipment, and bag large debris. Remove plastic sheeting and tape from covered surfaces. Prior to removing the plastic sheeting, lightly mist the sheeting in order to keep dust down and fold inward to form tight bundles to bag for disposal. Place all plastic sheeting in 6-mil thick plastic bags and seal. Any bags shall be labeled "Danger, Lead Dust."
4. Bag and seal vacuum bags and filters in 6-mil thick plastic bags.
5. Place all contaminated clothing or work area clothing used during lead-related work, in 6-mil thick plastic bags for disposal prior to leaving the work area.
6. Contain and properly dispose of all liquid waste, including lead dust-contaminated wastewater.

7. HEPA vacuum the exterior of all liquid waste containers, prior to removing the waste containers from the work area, and wet wipe the containers to ensure that there is no residual contamination. Containers shall then be moved out of the work area into the designated storage area.
8. Ensure that all waste is transported in covered vehicles to a landfill, or lined landfill, if available, in accordance with applicable DOT and EPA Regulations.
9. Submit to the District and/or Consultant for approval, the waste transfer procedure, and route, and shall comply with all EPA and DOT regulations concerning hazardous and non-hazardous waste removal and transportation.

F. Disposal of Hazardous Waste: The following procedures shall be followed for disposal of all material as hazardous waste:

1. Comply with the RCRA and with all applicable state and local regulations.
2. Comply with all EPA regulations.
3. Prepare for disposal as follows:

    a. Packaged and sealed in containers approved under 49 CFR 173, 178, and 199.
    b. Containers shall be numbered to correspond to the seal number, labeled with the type of materials, date it was filled and sealed, seal number, and weight of sealed container in addition to the information required under 49 CFR 172.
    c. A log shall be prepared at time of filling, identifying each numbered container and the information from above. A copy of this log shall be turned over to the Consultant within three working days after the containers are filled.
    d. Name, location, and telephone number of the disposal site used. A copy of the sites state and locally issued license, and a signed agreement that they will accept the hazardous lead waste, shall be provided to the Consultant.
    e. Name, address, and telephone number of any waste subcontractors used. Provide copies of licenses and signed agreements to the Consultant.
    f. Submit copies of the Hazardous Waste Manifest as required herein.

4. Waste Transportation: All Hazardous Waste shall be transported by a certified hazardous waste transporter. Require the certified hazardous waste transporter to follow RCRA and DOT regulations.
5. Prior to the removal of any hazardous waste, the below listed information must be received in writing by the District and Consultant for their review and approval. Once approval is received from the District and Consultant, the waste may be transported as required.

    a. Quantity of hazardous waste.
    b. Type of waste materials.
    c. Method of containerizing waste or waste treatment and appropriate licensing, certification and regulatory approvals.
    d. Proposed waste hauler and disposal route.
    e. Proposed waste disposal site or landfill.

6. Receipts from the waste hauler and waste disposal site or landfill must be received and approved by District and Consultant per regulation.

G. Storage Requirements: Any item found to be hazardous, by way of testing, shall be kept in a secured area or lockable and DOT approved container that is inaccessible to all persons other than lead-related work personnel. All hazardous waste shall be labeled "Hazardous Waste" and a date that the Contractor began to collect waste in that container. All hazardous and non-hazardous waste shall be kept in totally and completely separate containers. Until TCLP testing proves an item to be non-hazardous, all items shall be considered hazardous and stored in a secured area or lockable container.

H. Regulations: Comply with the RCRA and/or any other applicable federal, state, or county law, regulation and/or guidelines, whichever is most stringent.

I. Emergency Procedures: Keep and properly maintain a suitable fire extinguisher(s) on site; have an immediate means of communication with a regulatory agency in the event of an emergency; keep a list of phone numbers of regulatory agencies on site, make sure all employees know how to deal with all types of accidents, make one person who is always on site the emergency coordinator to ensure that emergency procedures are carried out in the event an emergency arises; and keep and maintain a "right to know" manual that is in an easily accessible location and in an area that is known to all employees.

END OF SECTION 02 83 33

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APPENDIX A

WORKSITE PREPARATION

Table 8.1 – Interior Worksite Preparation Levels (not including windows)

Description	Level 1	Level 2	Level 3	Level 4
Typical Applications (Hazard Controls)	Dust removal and any abatement or interim control method disturbing no more than 2 square feet of painted surface per room.	Any interim control or abatement method disturbing between 2 and 10 square feet of painted surface per room.	Same as Level 2.	Any interim control or abatement method disturbing more than 10 square feet per room.
Time Limit Per Building	One workday.	One workday.	Five workdays.	None.
Occupant Location	Inside building, but outside work area. Occupant must have lead-safe passage to bathroom, at least one living area, and entry/egress pathways. Alternatively, occupant can leave the dwelling during the workday.	Same as Level 1.	Outside the building; but can return in evening after day's work and cleanup are completed. Occupant must have safe passage to bathroom, at least one living area, and entry/egress pathways upon return. Alternatively, occupant can leave until all work is completed.	Outside the building for duration of project; cannot return until clearance has been achieved.
Containment and Barrier System	Single layer of plastic sheeting on floor extending 5 feet beyond the perimeter of the treated area in all directions. No plastic sheeting on doorways is required, but a low physical barrier (furniture, wood planking) to prevent inadvertent	Two layers of plastic on entire floor. Plastic sheet with primitive airlock flap on all doorways. Doors secured from inside the work area need not be sealed. Children should not have access to plastic sheeting	Two layers of plastic on entire floor. Plastic sheet with primitive airlock flap on all doorways to work areas. Doors secured from inside the work area need not be sealed. Overnight barrier should be	Two layers of plastic on entire floor. If entire unit is being treated, cleaned, and cleared, individual room doorways need not be sealed. If only a few rooms are being treated, seal all doorways

Table 8.1 – Interior Worksite Preparation Levels (not including windows)

Description	Level 1	Level 2	Level 3	Level 4
	access is recommended. Children should not have access to plastic sheeting (suffocation hazard).	(suffocation hazard).	locked or firmly secured. Children should not have access to plastic sheeting (suffocation hazard).	with primitive airlock flap to avoid cleaning entire unit. Doors secured from inside the work area need not be sealed. Children should not have access to plastic sheeting (suffocation hazard).
Warning Signs	Required at entry to room but not on building (unless exterior work is also under way).	Same as Level 1.	Posted at main and secondary entryways.	Posted at building exterior near main and secondary entryways.
Ventilation System	Building ventilation system turned off, but vents need not be sealed with plastic if they are more than 5 feet away from the surface being treated. Negative pressure zones (with negative air machines) are not required, unless large supplies of fresh air must be admitted into the work area to control exposures to other hazardous substances (for example, solvent vapors).	Turned off and all vents in room sealed with plastic. Negative pressure zones (with negative air machines) are not required, unless large supplies of fresh air must be admitted into the work area to control exposure to other hazardous substances (for example, solvent vapors.)	Same as Level 2.	Same as Level 2.

Table 8.1 – Interior Worksite Preparation Levels (not including windows)

Description	Level 1	Level 2	Level 3	Level 4
Furniture	Left in place uncovered if furniture is more than 5 feet from working surface. If within 5 feet, furniture should be sealed with a single layer of plastic or moved for paint treatment. No covering is required for dust removal.	Removed from work area. Large items that cannot be moved can be sealed with a single layer of plastic sheeting and left in work area.	Same as Level 2.	Same as Level 2
Cleanup (See Section 3.4 for further details)	HEPA vacuum, wet wash and HEPA vacuum all surfaces and floors extending 5 feet in all directions from the treated surface. For dust removal work alone, a HEPA vacuum and wet wash cycle is adequate (i.e. no second pass with a HEPA vacuum). Also wet wash and HEPA vacuum floor in adjacent area(s) used as pathways to work area. Do not store debris inside building overnight; transfer to a locked secure area at the end of each day.	HEPA vacuum, wet wash and HEPA vacuum *all* surfaces in room. In addition, wet wash and HEPA vacuum floor in adjacent area(s) used as pathway to work area. Do not store debris inside building overnight; use a secure locked area.	Remove top layer or plastic from floor and discard. Keep bottom layer of plastic on floor for use on the next day. HEPA vacuum, wet wash and HEPA vacuum *all* surfaces in room. In addition, wet wash and HEPA vacuum floor in adjacent area(s) used as pathway to work area. Do not store debris inside building overnight; use a secure locked area.	Full HEPA vacuum, wet wash and HEPA vacuum cycle

Table 8.1 – Interior Worksite Preparation Levels (not including windows)

Description	Level 1	Level 2	Level 3	Level 4
Clearance Inspection/Dust Sampling	Visual clearance only.	If lead-based paint or presumed lead-based paint clearance inspection with single surface dust sampling	If lead-based paint or presumed lead-based paint clearance inspection with single surface dust sampling	If lead-based paint or presumed lead-based paint clearance inspection with single surface dust sampling

Note: Floor sanding and abrasive blasting on lead-based paint or presumed lead-based paint are not included in Table 8.1. Worksite preparation requirements are more stringent and area preparation must be approved by Consultant or District prior to beginning work.

SECTION 02 84 33 - REMOVAL AND DISPOSAL OF UNIVERSAL WASTE AND PCB

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. Hazardous Building Materials Survey Reports, prepared by the District's Consultant, are available from the District Construction Manager.

1.2 REFERENCE DOCUMENTS

A. The current issue of the following documents is incorporated herein and shall govern the conduct of the Work. Where conflict among requirements or with this specification exists, the more stringent requirements shall apply.

B. Code of Federal Regulations (CFR):

1. 29 CFR 1910.134, Respiratory Protection.
2. 40 CFR 273, Standards for Universal Waste Management.
3. 49 CFR Parts 101, 106, 107, 171 to 180, The Transportation Safety Act, Hazardous Material Transportation Act.

C. California Code of Regulations (CCR):

1. Title 8, Division 1, Chapter 4, Construction Safety Orders.
2. Title 8, Section 5144 Respiratory Protective Equipment.
3. Title 22, Division 4.5, Hazardous Waste Management.

D. State and Local Regulations: California Health and Safety Code, Division 20.

1.3 SUMMARY

A. Section includes the abatement of potential hazards relating to materials falling under the RCRA Universal Waste Rule (UWR), materials potentially containing polychlorinated biphenyls (PCB), and UWR/PCB contaminated materials.

B. Perform the work and provide service as needed to accomplish removal, containment, transport, and disposal of UWR/PCB containing/contaminated materials. Furnish all labor, materials, equipment, services, insurance (specifically covering the handling of UWR/PCB waste), decontamination facilities, waste characterization testing services, and disposal of all UWR/PCB containing/contaminated materials, including:

1. Removal and disposal/recycling of potentially mercury-containing fluorescent light tubes from light fixtures and other non-incandescent light bulbs.

2. Removal and disposal/recycling of potentially mercury-containing switches from thermostats.
3. Removal and disposal/recycling of potentially tritium-containing exit signs.
4. Removal and disposal/recycling of potentially Freon™-containing air conditioning units and refrigeration systems.
5. Removal and disposal/recycling of lead/acid batteries.
6. Removal of all potentially PCB-containing ballasts from light fixtures. All light fixtures shall be visually inspected prior to removal or retrofitting to determine if they contain PCBs. Those ballasts marked as "No PCBs" or "PCB Free" shall be considered as such. Those ballasts that are unmarked shall be considered PCB containing and properly handled.
7. Proper cleanup and disposal of light fixtures if ballast oils have breached its container.
8. Removal and disposal/recycling of any building material falling under the Universal Waste Rule as indicated on the Drawings or as directed in writing by the District.
9. Placement of all contaminated items generated as a result of work activities and clean up in approved storage containers.
10. Proper packaging of all PCB or PCB-contaminated items including the use of an approved absorbent to contain any leaks that may occur during transportation to the disposal facility.
11. Marking and labeling of all UWR/PCB materials and items for storage and disposal/recycling purposes.
12. Transport of all UWR/PCB items, and containers to a disposal facility and/or to an approved off-site processing site for recycling.
13. Waste characterization of all building materials removed from the site.
14. Recordkeeping in accordance with all applicable local, state, and federal regulations.
15. Preparing manifests, bills of lading, and all other required documentation for transportation, processing, and disposal of UWR/PCB for signature by the District.

C. Related Requirements:

1. Section 02 82 33 "Removal and Disposal of Asbestos Containing Materials" for asbestos abatement.
2. Section 02 83 33 "Removal and Disposal of Materials Containing Lead" for lead abatement.

1.4 ALLOWANCES

A. Allowances for removal and disposal of UWR/PCB items are specified in Section 01 21 00 "Allowances."

1.5 ACTION SUBMITTALS

A. Product Data: For absorbent, solvent, and/or cleaning agent.

1.6 INFORMATION SUBMITTALS

A. Site Specific Work Plan describing procedures, products and materials for the containment of the regulated work area (where appropriate), removal of UWR and PCB-

containing/contaminated liquids and solids, decontamination of equipment and disposal of equipment that contained UWR and PCBs, waste storage containers, spill clean-up, personnel decontamination, emergency contact numbers and procedures, first aid treatment, and temporary on-site storage procedures. This work plan shall include the names and daytime phone numbers of all key personnel, the location of all required on-site documentation and emergency equipment, and delineation of the work area. A generalized, "boiler-plate" type of plan will not be accepted. The Plan shall include minimally the following:

1. Overall Statement: Overall statement of procedures proposed for use in complying with the regulations and requirements included in this specification.
2. Quality Assurance Program: A description of the program, to include at a minimum:

    a. Control Measures: Measures to assure control of unsafe or unhealthy conditions; prevent spills or leaks, damage to the building or its furnishings; avoid buildup of UWR/PCB containing/contaminated materials; and ensure reliability of sampling and analysis.
    b. Cleanup: Waste cleanup procedures and disposal plan, including on-site waste packaging method (e.g., scooping and bagging, vacuum hose transfer with small (or large) bagging, etc.); name and description of any on-site waste transfer equipment, including evidence of training and experience in its use, and description of decontamination unit around any such equipment to be located outside the work area; name and location of disposal site(s), each having an EPA Identification Number as a hazardous waste disposal site; and copies of applicable Identification Numbers, certificates and registrations for hazardous waste transporter(s), transferer(s), treater(s) and disposal site(s), and converter(s).
    c. Pollution Control: Detailed description of the methods to be employed to control pollution and minimize generation of hazardous and non-hazardous waste.
    d. Protection of occupants and visitors. Methods to be used to assure the safety and health of building occupants and visitors at the site from the effects of the work.

3. Emergency Preparedness:

    a. Emergency Procedures: Procedures to be followed in the event of critical circumstances, including fire, electric shock, life-threatening -bodily injury inside or outside of the containment area, a major breach in the containment barrier, the detection of airborne contamination or debris outside of the containment area, splitting or spilling of waste containers en route to a waste vehicle.
    b. Emergency Contact Information: Contact information, including a list of names and telephone numbers (with area codes) of the Contractor's contact persons, the District, or other contact persons as designated by the District, the fire department, police department, general emergency number (if used), and local hospital or similar emergency care unit available at all times work is to be performed. A copy of this emergency contact information is to be kept at the job site, available for inspection by the District and/or an Authorized Visitor, and updated as required.
    c. Contingency Plan: A plan that addresses procedures to be followed should work area containment be breached, a release of hazardous materials occur, visual inspection or air monitoring clearance criteria for a work area not be met in a timely manner, etc.

4. Materials:

a. List of materials to be used, including such items as protective clothing, respiratory protection, absorbents, solvents, waste storage containers, item containers, and all appurtenances.

5. Safety Data Sheets (SDS):

a. Safety Data Sheets for any materials to be brought to the site for which SDS's are provided by the manufacturers or distributors. For items for which an SDS is not available, submit the name of the manufacturer, brand name, and catalog/part number for each item.

6. Performance: A statement describing the proposed organization of the work, including:

a. Sequencing of work.
b. Shifts: Length and projected times of day of work shifts.
c. Interfacing: Interface of trades involved in the work.
d. Special procedures: A detailed description of any proposed methods of special abatement procedures, where used. Submit manufacturer's technical specifications and product description literature for the methods and equipment used.

7. Protective Equipment: A Protective Equipment (PPE) Program including a Respiratory Protection Program, to include:

a. Equipment: A list of all equipment, tools, and materials available for use on this project.
b. Medical Surveillance: A description of the Contractor's medical surveillance program for persons under the supervisory control of the Contractor who may be occupationally exposed to hazardous substances under this contract. Minimal qualifications shall be as specified in 29 CFR 1910.134 and 8 CCR 5144.

B. Qualification Data: For abatement contractor and waste hauler.

C. Copy of waste hauler license.

D. Contractor's USEPA identification number.

1.7 CLOSEOUT SUBMITTALS

A. Submit immediately upon completion of abatement work:

1. Compliance certificate verifying that all UWR/PCB wastes have been properly treated and disposed of.
2. Copies of manifests, permits, or other documents currently in effect relating to the specific UWR/PCB wastes transported, treated, and disposed of, except as otherwise stated in this Section.
3. A copy of all final manifests. (As the waste generator, the District will sign the complete waste manifests, upon approval, for all UWR/PCB items/wastes generated during the course of this project. These manifests will accompany the waste loads to disposal and be properly completed by the hauler and disposal agent, as required under federal and state

hazardous waste management statutes. Return the final manifest to the District by registered mail within the designated time period under federal statutes.)

4. Certifications of incineration (for fluids) and/or recycling.
5. Records and storage data to include:

    a. Name of the firm performing the work of this section and technician in charge.
    b. Number and size of drums and other storage containers.
    c. Weight in kilograms or gallons of content for each drum or other storage container.
    d. Date placed in storage.

1.8 PERFORMANCE REQUIREMENTS

A. Project Supervision:

1. Provide English-speaking on-site Supervisor who is experienced, trained, knowledgeable, and qualified in the techniques of UWR/PCB abatement, handling of UWR/PCB waste and UWR/PCB-contaminated materials, and cleaning of UWR/PCB-contaminated areas.

B. Protection of Persons and Property:

1. General Safety Requirements:

    a. Initiate, maintain, and supervise all safety precautions and programs in connection with the Work.
    b. Take all precautions and measures required to protect employees, inspection personnel, the District, the District's Representative, and the public from exposure to UWR/PCB solids, liquids, and vapors.
    c. All personnel authorized for entry into the work areas shall be instructed in the proper procedures for working with or around electrical hazards and UWR/PCB containing/contaminated materials.
    d. All electrical equipment, upon which UWR/PCB-related activities are to be performed, shall be de-energized, locked out/tagged out, and permanently disconnected from any power source prior to the commencement of work.
    e. Consumption of food or tobacco products shall not be permitted in any of the work areas where UWR/PCB materials, volatile solvents, or other hazardous materials are present. In addition, no open flames shall be permitted in these areas. Signage to this effect shall be posted at each entry and exit from the work areas.

C. Work Area Protection and Demarcation:

1. Prior to commencing any UWR/PCB-related work activities, provide barricades, roping, and warning signs to clearly identify and effectively guard against unauthorized entry into the work area.

    a. At a minimum, barricades shall consist of yellow sawhorses, set end-to-end.
    b. Ropes are to be yellow in color and supported by the use of weighted bottom pipe type supports.
    c. Warning signs shall be suspended from the rope and placed at intervals of approximately 10 feet. Warning signs for the work area shall be approximately 18

inches square, with a yellow background and black lettering. Signs shall read "DANGER - KEEP OUT - TOXIC CHEMICAL WORK AREA."

d. Place barricades in order to maintain a minimum of 25 feet from all perimeters of the work being conducted to the barricades, where feasible.

2. Confine all equipment, such as tools and containers, to the work area until the work is complete, containers are sealed, and equipment has been properly decontaminated and safely stored for transport.

D. Personal Protective Clothing, Equipment, and Personal Protective Procedures:

1. At all, times when UWR/PCB fluids or mixtures in any volume are not sealed in drums, containers, or electrical equipment, workers shall wear the following:

a. Gloves impermeable to both UWR/PCB and the clean-up agent in use.
b. Disposable coverall, impermeable to both UWR/PCB and the clean-up agent in use.
c. Appropriate eye protection to ensure that eyes are protected from liquid splatter or exposure to concentrated vapors or fumes.
d. If appropriate, respiratory protection appropriate for the concentration of the hazardous material(s) present and atmosphere present. If utilized, supplied air must meet the requirements for Grade D air, at a minimum.

2. Provide protective clothing, eye protection, and breathing apparatus, as required for authorized inspection personnel, the District, and other authorized personnel upon request.
3. The UWR/PCB work area shall not be left unattended from the start of work activities until all UWR/PCB and incidentals have been sealed in approved containers. If immediate transportation to a UWR/PCB storage facility or disposal facility is not feasible, the work area must be secured in a manner approved by the District.
4. During work procedures and at all, times when UWR/PCB-containing/contaminated fluids in any volume are not sealed in drums, containers, or electrical equipment, all personnel entering the work area must don protective clothing and equipment. Upon exiting the work area, all disposable protective clothing shall be stored in appropriate waste storage drums and sealed, for subsequent transportation to the on-site storage facility or disposal facility.
5. Workers with cuts or scratches shall cover these wounds sufficiently to prevent accidental contact with hazardous materials within the regulated work area, prior to entering the regulated work area. Similarly, workers who incur accidental minor cuts or scratches in the course of work activities will immediately leave the work area, cleanse the wound with medical grade soap, and seal the wound before returning to the work area.

1.9 QUALITY ASSURANCE

A. Single Party Responsibility: The contractor performing the work shall be responsible for, and shall accomplish all, UWR/PCB-related work activities.

B. Abatement Contractor Qualifications: The Contractor shall be fully experienced in the handling, storage, and transport of UWR, UWR-contaminated articles, and PCB-related waste,

and shall warrant to the District that he/she is familiar with the codes and requirements applicable to UWR/PCB work.

C. Waste Hauler Qualifications: Currently licensed by the State of California Department of Public Health for the transporting, handling, and hauling of extremely hazardous wastes, including UWR/PCB-related wastes.

PART 2 - PRODUCTS

2.1 GENERAL

A. No materials, equipment, or tools belonging to the District shall be used by the Contractor, except in case of an emergency and upon explicit authorization by the District.

B. Deliver all materials and equipment to the site in the original containers bearing the name of the manufacturer and details for proper storage and usage.

C. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner, which shall not interfere with operations of the District.

D. The District and/or Consultant must approve unloading and temporary storage sites and transfer routes in advance.

E. Damaged or deteriorated materials may not be used and must be promptly removed from the project site.

F. All materials, tools, and equipment must comply at a minimum with this specification and all applicable federal, state, and local regulations.

2.2 MATERIALS

A. Storage Containers:

1. All UWR/PCB fluids and UWR/PCB-contaminated fluids, including flush and cleaning solvents and mixtures, shall be stored in sealed Department of Transportation (DOT) 17E closed top drums or other waste container approved for the storage of these materials.
2. For the purposes of this Section, PCB-contaminated fluids are defined as containing more than 5 but less than 500 parts per million (ppm) PCBs. PCB fluids are defined as containing PCBs in concentration of 500 ppm or greater. Flush solvents shall be assumed to contain more than 500 ppm PCBs.
3. All UWR/PCB soil wastes and items used in the course of work, such as rags, absorbents, and protective clothing, shall be stored in sealed DOT 17C open type drums or other waster container approved for the storage of these materials.

B. Solvents, Cleaning Agents, and Absorbents:

1. Select an appropriate solvent in which UWR are shown to be soluble. Select an appropriate solvent, in which PCBs are shown to be at least 5% soluble, by weight.

Solvents specified by the USEPA include: kerosene, diesel fuel, terpene hydrocarbons, and a mixture of terpene hydrocarbons and terpene alcohols. Care shall be taken to limit the complexity of the waste stream. In all cases where solvents are used in the course of work, provide proper ventilation to ensure that the resulting fumes/vapors are not dispersed to occupied building areas either as a result of natural convection or via air intakes for building ventilation systems.

2. The manufacturer's recommendations for applications and requirements for California Occupational Safety and Health Administration (Cal OSHA) shall be strictly observed.
3. Select an appropriate cleaning agent in which UWR are shown to be soluble. Select an appropriate cleaning agent, in which PCBs are shown to be at least 5% soluble, by weight. Care shall be taken to limit the complexity of the waste stream. Numerous non-toxic cleaning agents, shown to meet or exceed the solubility standard, are commercially available. In all cases where cleaning agents are used in the course of work, provide proper ventilation to ensure that the resulting fumes/vapors are not dispersed to occupied building areas either as a result of natural convection or via air intakes for building ventilation systems. The manufacturer's recommendations for applications and requirements for Cal-OSHA shall be strictly observed.
4. Select an appropriate absorbent.

PART 3 - EXECUTION

3.1 SPILL CLEAN-UP, CONTAINERIZATION, AND MARKING

A. Clean-up of Work Area, UWR/PCB, and Spills:

1. After the last UWR/PCB-containing light ballast has been removed and all fluids and solids have been cleaned from the fixture, all tools and equipment used in the work shall be decontaminated and properly stored for future use.
2. All tools that have come into contact with UWR/PCBs at any concentration will be double washed/rinsed with an appropriate cleaning agent, wiped cleaned, and properly stored.
3. At a minimum, all exterior surfaces of equipment that may have come into contact with UWR/PCBs or contaminated solids or fluids either during the course of work activities or due to past leaks will be double washed/rinsed with an appropriate cleaning agent and wiped clean.
4. All metal surfaces and surfaces with impermeable liners which have come into contact with UWR/PCBs or UWR/PCB mixtures in the course of work or as a result of past leaks shall be thoroughly cleaned using combinations of absorbents and solvents or cleaning agents. Minimum cleaning requirements for these surfaces will include the removal of bulk material and two rinses with the cleaning agent for the affected surfaces. The work area shall be effectively ventilated during operations such that vapors used during decontamination and cleaning are not vented to occupied building areas. Upon completion of UWR/PCB-related activities, if fumes or vapors are still present in levels that could impede breathing or be considered toxic under state and/or National Institute of Occupational Safety and Health (NIOSH) standards, the Contractor shall provide additional ventilation to accelerate drying. If needed, auxiliary breathing apparatus may only be used by personnel trained in the use of this equipment and experienced in conducting UWR/PCB-related work while wearing such apparatus, which can impede safe work practices.

5. The USEPA, Region IX, regards soil, asphalt, wood, cement, and concrete as porous materials that absorb UWR/PCBs. Where practical, these materials must be removed when they are within the spill or contamination boundary.
6. Completion of decontamination activities shall be inspected by the Contractor's Environmental Monitor, by collecting an appropriate number and type of samples for the specific UWR and/or PCBs and surfaces. The Contractor is responsible for all cost associated with spill clean-up and oversight.

B. Containerization and Marking:

1. All liquids generated as a result of work activities and clean-up operation shall be placed in appropriate work containers and the containers sealed.
2. All solids, such as absorbents, rags, disposable clothing, soil, and other incidentals, shall be placed in appropriate work containers and the containers sealed.
3. All drums and items containers utilized shall be permanently marked as to the specific contents and dated. In addition, each drum and container shall be marked with the standard Environmental Protection Agency, UWR or PCB label, as appropriate (40 CFR 273) and Hazardous Waste label (40 CFR 262).

3.2 HANDLING AND TRANSPORTATION TO STORAGE FACILITIES

A. All closed and open top drums must be permanently sealed and marked prior to loading on the transport vehicle. Filled drums shall be loaded onto the transport vehicle by the following methods:

1. By a hoist or lift truck capable of utilizing a two-point drum lifter;
2. By a hoist or lift truck provided with a band-around type drum lifter; or
3. By a lift truck, lifting the drums from underneath by a pallet attached to the drum by a banding arrangement.
4. HEPA vacuum all surfaces in the work area, including walls, ceilings, windows, and floors.

B. The drums shall not be lifted by:

1. Any rope, chain, or cloth slings tied about the drum;
2. Placement of drums on bare fork lift trucks;
3. Forcing drums between the forks of a lift truck; or
4. Any commercial drum lifter exerting force on the sides of the drums.

C. All drums and containers shall be secured to the transport vehicle to prevent movement while in transit.

D. Transportation:

1. All UWR/PCB items and drums containing liquids, solids, and incidentals shall be transported to an off-site UWR/PCB-approved and permitted recycling/disposal facility.
2. The Contractor performing this section of the work shall be licensed for the transport and hauling of extremely hazardous waste. Provide a route plan that clearly identifies the routes proposed while transporting UWR/PCB items from the various work sites to off-site facilities.

3. A minimum of two operators shall be in attendance at all times while UWR/PCB items are being transported, loaded, and unloaded.
4. A motor carrier driver or other person must comply with the Federal Motor Carrier Safety Rules when he/she is transporting UWR, PCB, or other hazardous materials by a motor vehicle, which must be placarded or marked in accordance with DOT 177.
5. Every motor vehicle transporting or storing items containing UWR, PCB, or other hazardous materials must be operated and parked in compliance with the law, ordinances, and regulations of the state jurisdiction of which it is being operated in, unless they are at variance with specific regulations of the DOT which are applicable to the operation of that vehicle and impose a more stringent obligation or restraint.
6. All containers must be properly secured in place to ensure that no equipment items or containers can come loose or are unsafely placed into the transport vehicle. This may include chaining, roping, strapping, or winching. The driver of the vehicle must stop the vehicle in a safe location at least once during each two hours or 100 miles traveled, whichever is less, and inspect the contents of the shipment. At the time of inspection, if any form of binding is found to be loose, the driver shall immediately take action to remedy the situation for safe transportation.
7. Any equipment, drums, or other items carried in an open, flatbed, or stake type truck shall be covered with a tarp to protect it from the elements.
8. A motor carrier that transports “Hazardous Waste” must furnish the driver of each motor vehicle the following documents:

    a. A copy of this Section.
    b. A document containing instruction on procedures to be followed in the case of an accident or delay. The documents must include the names and telephone numbers of the people to be contacted, the types of hazardous wastes being transported, and the precautions taken in emergencies, such as fires, accidents, or leakages.
    c. Manifest and permit documents described in these specifications and required for waste transport.

9. A motor vehicle being operated must be marked if that vehicle is:

    a. Transporting UWR, PCBs, or hazardous materials of a kind that require the vehicle be marked or placarded in accordance with DOT 177;
    b. Commercial vehicles must display the name or trade name of the carrier operating the vehicle. These vehicles must display markings that designate the carrier as being a commercial vehicle “for hire.”

3.3 UWR/PCB DISPOSAL

A. Treat and dispose of all UWR/PCB wastes collected and generated during the execution of the Work.

B. Except as may be otherwise specifically directed in writing by the District Construction Manager, treat and dispose of all waste UWR/PCB materials as governed by 40 CFR 273, California State Regulations, local regulations, and subsequent amendments).

1. All UWR fluids, flushing fluids, and other UWR contaminants shall be disposed of by incineration or recycling at a facility approved for such use by the USEPA, and all other controlling regulatory agencies and bodies of the state, county, and municipality of that

facility's location. If the Contractor so elects, solid UWR wastes may also be incinerated, as suitable and allowed for this type of disposal.

2. All PCB fluids, flushing fluids, waste oils, and other fluid contaminants whose total PCB content is equal to or greater than 5 ppm (and are therefore restricted to this mode of thermal destruction) shall be disposed of by incineration or recycling at a facility approved for such use by the USEPA, and all other controlling regulatory agencies and bodies of the state, county, and municipality of that facility's location. If the Contractor so elects, solid PCB wastes may also be incinerated, as suitable and allowed for this type of disposal.

C. Dispose of all UWR/PCB wastes generated as part of these operations in a legal manner.

D. Do not sell, transfer, or recover any material from the wastes received from the Project without their prior written consent from the District.

3.4 UNLOADING AND PLACING IN STORAGE

A. Transport vehicles shall be unloaded using the same equipment and methods as for loading (Section 3.2.A and 3.2.B).

B. Materials shall only be placed in temporary storage if approved in writing by the District Construction Manager.

1. Drums and other storage containers shall be placed in a storage facility in locations designated by the District.
2. Drums shall be placed on pallets of sufficient strength to withstand double stacking. Drums shall not be stacked at the time of storage, unless space is limited as determined by the District. Where stacking of drums is necessary, pallets shall be placed between the drum layers.
3. Ample clearance space will be provided around other storage containers in order to facilitate inspection.

C. Immediately following the unloading of UWR/PCB transport vehicle, inspect the cargo area to check for any fluid leaks. If any fluids are found, the source of the leaking drum or other storage container shall be identified and sealed.

D. Thoroughly wash/rinse clean with absorbents, solvents, and liquid cleaners the contaminated cargo area. Cleaning agent, solvents, and solids shall be placed in proper drums for disposal.

END OF SECTION 02 84 33

SECTION 03 35 43 - POLISHED CONCRETE FINISH

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 polished concrete finish, including;

1. Grinding of the slab surface to receive clear reactive, penetrating liquid hardener/densifier.
2. Application of clear reactive, penetrating liquid hardener and concrete dye.
3. Progressively polishing and burnishing of the slab surface to achieve Finish Requirements.
4. Application of stain resistant surface treatment.

B. Related Requirements:

1. Section 03 30 00 "Cast-In-Place Concrete ".

1.3 REFERENCES

A. ASTM C 779 – Standard Test Method for Abrasion Resistance of Horizontal Concrete Surfaces

B. ASTM C 609 – Standard Test Method for Using a Horizontal Pull Slipmeter (HPS). Acceptable Testing equipment Bot 3000.

C. OSHA and ADA regulation for coefficient of friction.

D. ACI 302.1R Guide for Concrete Floor and Slab Construction.

E. ANSI/NSFI B101.1 Test Method for Measuring Wet SCOF of Common Hard-Surface Floor Materials.

F. ANSI B101.3-Test Method for Measuring Wet DCOF of Common Hard-Surface Floor Materials.

G. C1028 - Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method.

H. C1353 – Standard Test Method for Abrasion Resistance of Dimension Stone Subjected to Foot Traffic Using a Rotary Platform, Double-Head Abraser

I. D523- Standard Test Method for Specular Gloss.

J. D1308 - Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes.

K. D4541 - Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.

L. E96/96M Method B (Water Method) - Standard Test Methods for Water Vapor Transmission of Materials.

M. G154 -Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials.

N. Scientific Certification System (SCS) Indoor Air Quality Gold Certification.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's data for each component used in polishing process.

1. Provide manufactures literature or signed letter stating that the chemical composition meets the requirements specified under part 2 - products.

B. Provide Manufacturer's recommended cleaning instructions and cleaning product's data sheet.

C. Installer's Qualification: Provide list of 5 completed projects of similar type, size, and complexity documenting a minimum 5 years experience with polished concrete applications.

D. Manufactures Qualifications: Provide 5 project references of similar type documenting 5 years experience in polished concrete system production.

E. Manufacturer's Certification: Certify that applicator of polished concrete system is trained and certified/employed by system manufacturer.

F. Floor Protection Plan.

1.5 SYSTEM DESCRIPTION

A. Performance Requirements:

1. Abrasion Resistance: ASTM C779, Method A, high resistance, no more than 0.008 inch (0.20mm) wear in 30 minutes
2. System will meet OSHA regulations for coefficient of friction of .50 and ADA regulation for coefficient of friction of .60 for surface areas.

1.6 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer shall be certified/employed by manufacturer for installation of polished concrete system.

B. Mock-Ups:

1. Apply mock-up to demonstrate surface finish, color variations and to determine the level of workmanship.
2. Prior to proceeding ensure that mock-up meets all requirements of Architect and Construction Manager.
3. Demonstrate the materials, equipment and application methods to be used for work specified herein in pre-approved location approximately 50 sq. ft. in area or as directed by Architect and Construction Manager.
4. Maintain mock-up during construction in an undisturbed condition as a standard for judging the work.
5. Mock-up shall include control joints, cracks, and saw cut sections of concrete if possible in order to view variations in floor finish.

C. Pre-Installation Conference:

1. Hold pre-installation conference prior to start of polished concrete floor system.
2. Require attendance of parties directly affecting Work of this Section, including Construction Manager, Architect, General Contractor, Concrete Subcontractor, and installer.
3. Review floor flatness, concrete cracking, burn marks from power trowel, grinded areas and patched areas, saw cuts for trenches, and any stains as areas that will directly affect the appearance of the final floor finish.

D. Ensure that correct amount of densifier is on-site.

E. No satisfactory chemical or cleaning procedure is available to remove petroleum stains from concrete, therefore prevention is essential. Following precautions to be taken:

1. All hydraulic powered equipment must be diapered to avoid staining of the concrete.
2. Avoid parking vehicles on the interior slab. If necessary to complete the scope of work, drop cloths will be placed under vehicles at all times.
3. Avoid using pipe-cutting machines on the interior floor slab.
4. Avoid rust stains from placing or storing steel on interior slab .

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to site in manufacturer’s original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Store materials in a clean dry area in accordance with manufacturer’s instructions.

1. Store containers upright in a cool, dry, well-ventilated place, out of the sun with temperature between 40 and 100 degrees F (4 and 38 degrees C).
2. Protect from freezing.
3. Store away from other chemicals and potential sources of contamination.
4. Keep lights, fire, sparks and heat away from containers.

5. Do not drop containers or slide across sharp objects.
6. Do not stack pallets more than three high.
7. Keep containers tightly closed when not in use.

C. Keep products from freezing.

D. Protect materials during handling and application to prevent damage or contamination.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not apply product when air, surface, or material temperatures are expected to fall below 40 degrees Fahrenheit within 4 hours of expected application.

B. Environmental limitations:

1. Comply with manufacturer's written instructions for substrate temperature and moisture content, ambient temperature and humidity, ventilation, and other conditions affecting performance and finishing requirements.

C. Close areas to traffic during floor application and after application for time period recommended in writing by manufacturer.

D. Protect the completed slab to prevent damage by the other trades during floor completion.

E. Temperature Limitations:

1. Apply when surface and air temperature are between 40 degrees F (4 degrees C) and above 95 degrees F (35 degrees C) unless otherwise indicated by manufacturer's written instructions.
2. Apply when surface and air temperatures are expected to remain above 40 degrees F (4 degrees C) for a minimum of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

F. Apply when air conditions are calm to minimize surface treatment contacting surface not intended to be finished.

G. Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.

H. Apply a minimum of 24 hours after rain event. Suspend application when rain is anticipated for a period of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

I. Temporary Heat: Ambient temperature of 50 degrees F (10 degrees C) minimum.

J. Ventilation: Provide adequate ventilation in confined or enclosed areas in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Basis of Design: PROSOCO, Inc., Lawrence, KS, (800) 255-4255, www.prosoco.com.

B. Or approved equal.

2.2 PRODUCTS

A. Clear, water-based, blended surfactant cutting aid: Product used to extend the life of diamond tooling and minimize concrete surface scratches during the wet-grinding process.

1. Product: Consolideck First Cut manufactured by PROSOCO, Inc.
2. Comply with AIM VOC regulations and contains 0.5 g/L or less

B. Liquid Concrete Repair Material: Low-odor, liquid fill material used to fill pinholes, small air voids and pop-outs, micro-cracks and other gaps in concrete surface during grinding.

1. Product: Consolideck Grind-N-Fill manufactured by PROSOCO, Inc.
2. Comply with national, state and district AIM VOC regulations and contain 100 g/L or less.

C. Penetrating Concrete Hardener/Densifier: Lithium silicate hardener/densifier.
1. Product: Consolideck LS, manufactured by PROSOCO, Inc.
2. Recipient of Scientific Certification System (SCS) Indoor Air Quality Gold Certification.
3. Comply with national, state and district AIM VOC regulations and contain 50 g/L or less.
4. Abrasion Resistance: Greater than 50 percent improvement over untreated samples when tested in accordance with ASTM C1353.
5. Achieve ‘High Traction Range’ readings when tested in accordance with ANSI B101.1.
6. Coefficient of Friction: Greater than 0.60 dry, Greater than 0.60 wet when tested in accordance with ASTM C1028.
7. Adhesion: Greater than 10 percent increase in pull-off strength when compared to an untreated sample when tested in accordance with ASTM D4541.
8. Water Vapor Transmission: 100 percent retained when compared to untreated samples when tested in accordance with ASTM E96/96M Method B (Water Method).
9. UV Stability: No degradation or yellowing of material when tested in accordance with ASTM G154.

D. Translucent Concrete Dye: General Purpose water-carried, penetrating, translucent colored dye.

1. Product: Consolideck GemTone Stain manufactured by PROSOCO, Inc.
2. Recipient of Scientific Certification System (SCS) Indoor Air Quality Gold Certification.
3. Comply with national, state and district AIM VOC regulations.
4. Color: Architect to select up to three (3) colors from manufacturer’s standard colors.

E. Interior Concrete Protective Treatments: General Purpose high-gloss film forming premium sealer, lithium silicate hardener/densifier.

1. Product: Consolideck LSGuard, manufactured by PROSOCO, Inc.
2. Recipient of Scientific Certification System (SCS) Indoor Air Quality Gold Certification.
3. Comply with national, state and district AIM VOC regulations.

4. Achieve ‘High Traction Range’ readings when tested in accordance with ANSI B101.1 and ANSI B101.3.
5. Coefficient of Friction: Greater than 0.60 dry, Greater than 0.60 wet when tested in accordance with ASTM C1028.
6. Adhesion: : Greater than 10 percent increase in pull-off strength when compared to an untreated sample when tested in accordance with ASTM D4541.
7. Stain Resistance: Achieve limited or no adverse effects when tested in accordance with ASTM D1308.
8. UV Stability: No degradation or yellowing of material when tested in accordance with ASTM G154

F. General Purpose medium gloss, film forming sealer

1. Product: Consolideck PolishGuard, manufactured by PROSOCO, Inc.

2. Recipient of Scientific Certification System (SCS) Indoor Air Quality Gold Certification.
3. Comply with national, state and district AIM VOC regulations.
4. Achieve ‘High Traction Range’ readings when tested in accordance with ANSI B101.1 and ANSI B101.3.
5. Coefficient of Friction: Greater than 0.60 dry, greater than 0.60 wet when tested in accordance with ASTM C1028.
6. Stain Resistance: Achieve limited or no adverse effects when tested in accordance with ASTM D1308.
7. UV Stability: No degradation or yellowing of material when tested in accordance with ASTM G154

2.3 EQUIPMENT

A. Auto Scrubber Machine: For cleaning operations.

B. Hand Grinder or stand-up edger for edge grinding/polishing.

C. Polishing Equipment:
1. Dry grinding/polishing machines shall include a dust extraction system, including HEPA filtration vacuum.

D. Diamond Segments:

1. Use heads from the same manufacturers throughout the entirety of the project.

E. Diamond Heads Types:

1. Metal Diamonds: 60, 80 or 150.
2. Hybrid Style Diamonds: 50 or 100.
3. Resin Bonded, Phenolic Diamonds: 100, 200, 400, 800, 1300 and 3000 (if necessary).

F. Burnishing Machine and Burnishing Pads to produce specified results.

1. Burnishing Machine: High speed burnisher, generating pad speeds of 1,500 RPM or higher, as recommended by protective treatment manufacturer. Dust skirt must be installed at time of work.
2. Burnishing Pads: as recommended by protective treatment manufacturer.

    a. White Burnishing Pad, non-abrasive,
    b. Consolideck Heat Pad manufactured by PROSOCO, Inc.

2.4 RELATED MATERIALS

A. Water: Potable Water.

B. Control Joint and Crack Filler: 100 percent solids, two-component, semi-rigid, epoxy control joint and crack filler as recommended by the system installer. Use standard color intended to match adjacent concrete surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to receive treatment. Notify Architect if surfaces are not acceptable. Do not begin application until unacceptable conditions have been corrected.

B. Inspect and verify that the floor does not have curled joints, large cracks, spalling or lippage.

C. Verify that the floor is clean and dry prior to polishing procedure.

D. Verify concrete hardness based on results from Concrete Density Meter.

3.2 GENERAL POLISHING REQUIREMENTS

A. Coordinate polishing operations with other associated work and trades.

B. Do not use stain or scuff removing agents.

C. Ensure concrete is a minimum of 28 days old.

3.3 SURFACE PREPARATION

A. Clean dirt, dust, oil, grease and other contaminants that interfere with penetration or performance of specified product from surfaces. Use appropriate concrete cleaners approved by the concrete surface treatment manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of product.

B. Repair, patch and fill cracks, voids, defects and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of product.

C. Variations in substrate texture and color will affect final appearance and should be corrected prior to application of sealer/hardener system and the polishing steps.

D. Protect surrounding areas prior to application. If product is accidentally misapplied to adjacent surfaces, flush with water immediately before material dries.

E. Avoid contact in areas not to be treated. Avoid contact with metal, glass and painted surfaces.

F. Seal open joints in accordance with Section 07 90 00.

G. Apply specified sealants and caulking and allow complete curing before application of penetrating concrete hardener/densifier.

H. Do not proceed until unsatisfactory conditions have been corrected.

3.4 CONCRETE POLISHING

A. Adhere to industry standard polishing procedures for dry and wet grinding/polishing.

B. Scrub and rinse slab surface with clean water and vacuum with auto-scrubber between and after final polishing passes.

C. Sequential progression of diamond polishing steps shall be required and limited to no more than double the grit value of the previous diamonds used.

D. Overlap adjacent polishing passes by 25 percent

E. Perform each pass perpendicular to the other pass north/south then east/west; multiple passes may be needed.

F. Progressively grind and polish the slab surface utilizing approved diamond segments as necessary to produce Finishing requirements.

1. Apply liquid concrete repair material to fill gaps, voids and pop-outs during grinding operation per manufacturer’s published recommendations.
2. Apply cutting aid chemical during the initial wet grinding process per manufacturer’s published recommendations. (Typically before the 200 grit resin or lower).

3.5 APPLICATION OF PENETRATING TRANSLUCENT DYE AND CONCRETE HARDENER/DENSIFIER

A. Dilute translucent dye with fresh water, or other approved solvent as recommended by manufacturer to create desired color. (Apply within 24 hours of dilution).

B. Lightly wet a clean microfiber pad with diluted translucent concrete dye, leaving the pad damp.

C. Apply prepared diluted translucent dye to the clean, dry concrete with a low pressure sprayer with a conical spray pattern per manufacturer’s recommendations. (Typically after 200 -grit).

D. Using pre-wet microfiber pad, immediately spread the spray-applied diluted translucent dye to ensure uniform wetting and color distribution.

E. Allow treated surface to dry for one hour minimum prior to walking on or auto scrubbing.

F. Remove excess stain residue by cleaning slab with auto scrubber or dry burnisher and allow treated surface to dry.

G. Dry polish floor with 400 grit resin diamonds.

H. Clean slab with auto scrubber and allow surface to dry.

I. Apply second coat of penetrating diluted translucent dye, if desired. (Repeating above steps A through E) Allow treated surface to dry for one hour minimum prior to auto scrubbing or burnishing (As an alternative, both coats of dye may be applied at 400 grit, waiting one hour after each coat prior to auto-scrubbing or burnishing).

J. Remove excess stain residue by cleaning slab with auto scrubber or dry burnisher and allow treated surface to dry.

K. Apply a single coat of hardener/densifier with a low pressure sprayer fitted with a 0.5 gpm spray tip

L. Apply sufficient material to wet the surface without producing puddles. Use a clean soft-bristle push broom or microfiber pad to spread the hardener/densifier evenly to achieve uniform wetting. Avoid spreading once drying begins. Scrubbing is not necessary.

M. Allow treated surface to dry.

N. Continue progressively dry polishing floor with required resin diamonds to produce desired final finish.

3.6 APPLICATION OF INTERIOR CONCRETE PROTECTIVE TREATMENT

A. Apply per manufacturer’s published recommendations to clean, dry slab at the completion of mechanically polishing the slab surface.

B. Lightly wet a clean microfiber pad with general purpose, medium gloss protective treatment and wring out excess, leaving the pad damp.

C. Spray-apply protective treatment using a clean, pump-up sprayer fitted with a 0.5 gpm conical or fan spray tip at an estimated coverage rate of 400 to 800 square feet per gallon. Work from one control joint to another.

D. Spread with the damp microfiber pad. Maintain a thin, even coating and wet edge. Stop spreading once drying begins. Do not overlap. Repeat steps 1 through 4. Two coats are recommended for maximum protection.

E. To increase gloss, wait at least 60 minutes after the final coat is applied, and then use a high-speed burnisher fitted with a white polishing pad. Burnish at a fast walking pace.

3.7 SLAB PROTECTION

A. Protect finished floors to prevent damage including staining, gouges and scratching by construction traffic and activities until possession.

B. Do not drag or drop equipment or material across the slab which will scratch or chip it.

C. Inspect tires for debris prior to use on slab. Remove embedded items which may cause damage to floor slab.

D. Clean up spills on slab immediately. Provide cleaning chemicals and absorptive materials.

E. Develop a concrete protection procedure which addresses the following procedures:

1. Communication of protection plan to subcontractors and vendors.
2. Procedures for cleaning up slab spills, including use of and availability of cleaning chemicals and absorptive materials at Site.

F. Provide a clean slab using concrete maintenance cleaner within an auto scrubber, equipped with soft nylon brushes, in accordance with manufacturer's recommendations

3.8 FINISHING REQUIREMENTS

A. General: Finish shall be slip-resistant per CBC 11B 302.1.

B. Appearance: Interior exposed finished slab areas shall consist of the following:

1. Slab surface shall meet the desired sheen, as discussed in Pre-Installation meeting and be consistent with approved Mock-up.
2. Slab surface shall have a consistent look and exhibit a finish that has no evidence of streaking or burnish marks.
3. White residue or hazy appearance is not acceptable.
5. Exposure of aggregate beyond CPAA Class B-Fine Aggregate is not acceptable.

C. Interior exposed finished slab areas must consist of the following CPAA Gloss Level: Finished Gloss Level 3 – Semi-Polished Gloss Appearance.

3.9 PROTECTION AND MAINTENANCE

A. Restrict foot traffic for at least 6 hours, 12 hours is preferable.

B. Maintain completed polishes concrete floor per manufacturer’s recommendation.

END OF SECTION 03 35 43

SECTION 06 01 00 – WOOD RESTORATION

PART 1 GENERAL

1.1 SECTION SUMMARY

A. This Section includes restoration of rotted, decayed, damaged or deteriorated wood with epoxy consolidates and wood replacement compound.

B. It is the specific Intent of this Section that at completion of the Work, all Wood component structures listed in the plans or separate schedules, shall be completely restored to mirror the original wood in appearance and operability.

C. The contractor is to be totally familiar with the existing conditions prior to bid.

1.2 RELATED SECTIONS AND DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this Section.

B. Division 00-Procurement and Contracting Requirements

C. Division 01-General Requirements

1.3 WORK INCLUDED

Provide labor, materials, and equipment necessary to complete the work of this section including:

A. Removal and stripping of exterior finish at areas of wood restoration.

B. Application of borate wood preservative.

C. Application of epoxy consolidates.

D. Application of epoxy filler.

E. Restoration of wood profile.

1.4 REFERENCES

A. “The Secretary of the Interior’s Standards of Rehabilitation and Guidelines for Rehabilitating & Reconstructing Historic Buildings,” U.S. Dept. of the Interior, National Park Service, Washington, D.C. 1995 Ed.

B. “Wood-Epoxy Repairs for Exterior Woodwork,” by John Leeke, Preservation Consultant, copyrighted 2007

1.5 DEFINITIONS

A. Consolidate: To restore and strengthen rotted or deteriorated wood with liquid epoxy which penetrates the deteriorated wood and hardens it.

B. Consolidant: A liquid compound which consolidates wood.

C. Wood Replacement Compound: A soft plastic mixture of epoxy resin and hardener that adds and / or rebuilds sections of wood.

D. Induction Period: The time to wait after mixing an epoxy resin and hardener together before applying the mixture so that the reaction is induced.

E. Pot Life: The time after mixing epoxy resin and hardener in which it remains workable so that it can be applied.

F. Curing Time: The total reaction time that continues to completion during and after hardening and optimizes most properties.

1.6 SYSTEM DESCRIPTION

A. Restored wood shall be capable of being sawn, planed, sanded, nailed with carpentry nails, and otherwise worked like wood.

B. Restored wood shall retain paint and / or stain.

C. Where wood replacement compound has been applied, the material shall form a permanent seamless bond with the wood.

1.7 SUBMITTALS

A. General: Supply submittals in accordance with Section 01 33 00.

B. Product Data: Submit product brochure, technical data, test results in accordance with Section 2.2, manufacturer’s product, and application instructions.

C. Craftsman Information: Submit the name of the craftsman that will be performing this work and the experience level of the craftsman in the use of the product.

D. Material Safety Data Sheets (MSDS).

E. Greenguard® certifications.

1.8 QUALITY ASSURANCE

A. Qualifications

1. Applicator: The applicator should demonstrate successful application of products at other locations or training in the use of the product.

2. Manufacturer experience: The manufacturer shall have not less than 10 years' experience in providing products applied and technical support capability.

3. Manufacturer qualifications: Required products shall be manufactured or supplied by a single manufacturer.

B. Mock-Up/Test Panel: The craftsman shall construct a mock-up or test panel in accordance with the drawings for inspection and approval of the architect and the district.

1.9 DELIVERY, STORAGE AND HANDLING

A. Order: Comply with the manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Deliver materials to the jobsite in manufacturer's original, unopened containers.

C. Storage and Protection:

1. Store unused materials in tightly sealed containers between 55° and 85° F.

2. Avoid contamination of component products by introducing any object which has been in contact with another product such as gloves or tools.

3. Keep flammable solvents away from the products and in a fireproof cabinet or separate location.

D. Waste Management and Disposal: Unused material shall be disposed of by mixing it according to manufacturer's instructions, and after hardening, depositing it with other solid waste.

1.10 PROJECT / SITE CONDITIONS

A. Project/ Site Environmental Requirements:

1. Products are to be applied to a dry substrate with a moisture content of wood below 20%

2. Ambient temperature shall be 50° degrees F or higher unless a supplemental heat

source is available.

3. Weather should be dry. In the event of rain, work is to be protected from contact with water.

1.11 WARRANTY

A. The product shall be warranted against defects in manufacture only.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Obtain epoxy consolidates and wood replacement compound from single manufacturer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Abatron, Inc.,
  5501 95th Ave., Kenosha, WI 53144
  www.abatron.com
  Tel: 800/445-1754
  Fax: 262/653-2019.

- Or Equal.

2.2 MATERIALS

A. Wood Preservative: boron-based concentrated wood preservative.

B. Wood Consolidant: low viscosity, penetrating epoxy compound.

C. Wood Replacement Compound: light-weight, thixotropic epoxy adhesive.

D. Wood and Epoxy Primer: penetrating primer for wood and epoxy surfaces.

2.3 MIXES

A. Mix materials in accordance with manufacturer's product labels and instructions.

2.4 ACCESSORIES

A. Use accessories recommended by manufacturer.

PART 3 EXECUTIONS

3.1 INSPECTION

A. Inspect wooden areas to be restored, as identified by the architect. Report any additions or discrepancies to the architect and the general contractor.

3.2 PREPARATION

A. Strip paint, dirt wax and debris from work area.

B. Wire brush loose wooden material from surfaces or use a vacuum for complete cleanliness as necessary.

C. Remove hardware in the way of the repair and bag it for later restoration and reuse, identifying the component that it came from.

D. Protect adjacent surfaces from spills with masking tape and plastic sheeting.

E. If deterioration is more than superficial, drill small holes, approximately 1/8 inch in diameter, into areas to be consolidated being careful not to drill completely through the wood.

F. Wear protective clothing, eyewear and gloves as noted in manufacturer's MSDS.

G. Apply a boron-based concentrated wood preservative solution to the decayed wood and allow 48-72 hours to dry.

H. Prior to the application of the epoxy consolidant, test the moisture content of the wood for a moisture content of not more than 20%

3.3 REPAIR/ RESTORATION

A. Epoxy consolidation:

1. Mix the two part consolidant according to the manufacturer's instructions allowing 5-10 minutes for an induction period prior to application. Mix only an amount that will be used within 50 minutes.

2. Apply the consolidant according to the manufacturer's instructions.

3. Where only the surface of the wood to be restored is rotted or deteriorated, the consolidant can be applied by brush. More than one application is recommended to thoroughly consolidate the wood. The Pot life of the consolidant is approximately 30-50 minutes after which time another batch should be made, if needed.

4. Where deterioration extends beyond the surface of the wood, pour the consolidant directly into holes drilled into the wood using an applicator such as a plastic bottle with a narrow spout or syringe. Wait for the consolidant to be absorbed into the wood. Follow with additional applications of consolidant until the wood is saturated and no more consolidant is absorbed.

5. Brush out the excess consolidants on the surface of the wood to insure thorough saturation of the wood surface.

B. Wood Replacement Compound Application:

1. Apply mixed compound according to manufacturer's instructions. If pigmentation is desired, then it should be added to the mixture at this time.

2. Apply compound to areas which have been consolidated. Apply compound when consolidant is tacky and not completely hardened.

3. On wood that is sound and wood that has been previously consolidated, apply a primer to the wood and consolidated material prior to the application of the compound.

4. Apply by pressing into place, troweling, or pressing into a form. The repaired area should be slightly overfilled so that it can be sanded or planed after hardening. Apply more compound if there are voids or depressions after smoothing.

5. After hardening for 12 hours or longer, the compound can be sanded, or planed and carved to correspond to the contour of the surrounding wood.

6. After hardening 24 hours, paint or stain as specified by the architect.

3.4 FIELD QUALITY CONTROL

A. Hardened consolidant and wood replacement compound should be tack-free and firm to the touch.

3.5 PROTECTION

A. Protect all work from cold temperatures and moisture elements until all epoxy work has cured.

3.6 CLEAN UP

A. Following all applications of epoxy, leave all areas free and clean of epoxy. Discard unused epoxy, containers, tools and towels in accordance with local, state and federal regulations.

END OF SECTION 060100

SECTION 06 01 00 – WOOD RESTORATION

PART 1 GENERAL

1.1 SECTION SUMMARY

A. This Section includes restoration of rotted, decayed, damaged or deteriorated wood with epoxy consolidates and wood replacement compound.

B. It is the specific Intent of this Section that at completion of the Work, all Wood component structures listed in the plans or separate schedules, shall be completely restored to mirror the original wood in appearance and operability.

C. The contractor is to be totally familiar with the existing conditions prior to bid.

1.2 RELATED SECTIONS AND DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 01 Specifications, apply to this Section.

B. Division 00-Procurement and Contracting Requirements

C. Division 01-General Requirements

1.3 WORK INCLUDED

Provide labor, materials, and equipment necessary to complete the work of this section including:

A. Removal and stripping of exterior finish at areas of wood restoration.

B. Application of borate wood preservative.

C. Application of epoxy consolidates.

D. Application of epoxy filler.

E. Restoration of wood profile.

1.4 REFERENCES

A. “The Secretary of the Interior’s Standards of Rehabilitation and Guidelines for Rehabilitating & Reconstructing Historic Buildings,” U.S. Dept. of the Interior, National Park Service, Washington, D.C. 1995 Ed.

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B. Consolidant: A liquid compound which consolidates wood.

C. Wood Replacement Compound: A soft plastic mixture of epoxy resin and hardener that adds and / or rebuilds sections of wood.

D. Induction Period: The time to wait after mixing an epoxy resin and hardener together before applying the mixture so that the reaction is induced.

E. Pot Life: The time after mixing epoxy resin and hardener in which it remains workable so that it can be applied.

F. Curing Time: The total reaction time that continues to completion during and after hardening and optimizes most properties.

1.6 SYSTEM DESCRIPTION

A. Restored wood shall be capable of being sawn, planed, sanded, nailed with carpentry nails, and otherwise worked like wood.

B. Restored wood shall retain paint and / or stain.

C. Where wood replacement compound has been applied, the material shall form a permanent seamless bond with the wood.

1.7 SUBMITTALS

A. General: Supply submittals in accordance with Section 01 33 00.

B. Product Data: Submit product brochure, technical data, test results in accordance with Section 2.2, manufacturer’s product, and application instructions.

C. Craftsman Information: Submit the name of the craftsman that will be performing this work and the experience level of the craftsman in the use of the product.

D. Material Safety Data Sheets (MSDS).

E. Greenguard® certifications.

1.8 QUALITY ASSURANCE

A. Qualifications

1. Applicator: The applicator should demonstrate successful application of products at other locations or training in the use of the product.

2. Manufacturer experience: The manufacturer shall have not less than 10 years' experience in providing products applied and technical support capability.

3. Manufacturer qualifications: Required products shall be manufactured or supplied by a single manufacturer.

B. Mock-Up/Test Panel: The craftsman shall construct a mock-up or test panel in accordance with the drawings for inspection and approval of the architect and the district.

1.9 DELIVERY, STORAGE AND HANDLING

A. Order: Comply with the manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Deliver materials to the jobsite in manufacturer's original, unopened containers.

C. Storage and Protection:

1. Store unused materials in tightly sealed containers between 55° and 85° F.

2. Avoid contamination of component products by introducing any object which has been in contact with another product such as gloves or tools.

3. Keep flammable solvents away from the products and in a fireproof cabinet or separate location.

D. Waste Management and Disposal: Unused material shall be disposed of by mixing it according to manufacturer's instructions, and after hardening, depositing it with other solid waste.

1.10 PROJECT / SITE CONDITIONS

A. Project/ Site Environmental Requirements:

1. Products are to be applied to a dry substrate with a moisture content of wood below 20%

2. Ambient temperature shall be 50° degrees F or higher unless a supplemental heat

source is available.

3. Weather should be dry. In the event of rain, work is to be protected from contact with water.

1.11 WARRANTY

A. The product shall be warranted against defects in manufacture only.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. Obtain epoxy consolidates and wood replacement compound from single manufacturer.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- Abatron, Inc.,
  5501 95th Ave., Kenosha, WI 53144
  www.abatron.com
  Tel: 800/445-1754
  Fax: 262/653-2019.

- Or Equal.

2.2 MATERIALS

A. Wood Preservative: boron-based concentrated wood preservative.

B. Wood Consolidant: low viscosity, penetrating epoxy compound.

C. Wood Replacement Compound: light-weight, thixotropic epoxy adhesive.

D. Wood and Epoxy Primer: penetrating primer for wood and epoxy surfaces.

2.3 MIXES

A. Mix materials in accordance with manufacturer's product labels and instructions.

2.4 ACCESSORIES

A. Use accessories recommended by manufacturer.

PART 3 EXECUTIONS

3.1 INSPECTION

A. Inspect wooden areas to be restored, as identified by the architect. Report any additions or discrepancies to the architect and the general contractor.

3.2 PREPARATION

A. Strip paint, dirt wax and debris from work area.

B. Wire brush loose wooden material from surfaces or use a vacuum for complete cleanliness as necessary.

C. Remove hardware in the way of the repair and bag it for later restoration and reuse, identifying the component that it came from.

D. Protect adjacent surfaces from spills with masking tape and plastic sheeting.

E. If deterioration is more than superficial, drill small holes, approximately 1/8 inch in diameter, into areas to be consolidated being careful not to drill completely through the wood.

F. Wear protective clothing, eyewear and gloves as noted in manufacturer's MSDS.

G. Apply a boron-based concentrated wood preservative solution to the decayed wood and allow 48-72 hours to dry.

H. Prior to the application of the epoxy consolidant, test the moisture content of the wood for a moisture content of not more than 20%

3.3 REPAIR/ RESTORATION

A. Epoxy consolidation:

1. Mix the two part consolidant according to the manufacturer's instructions allowing 5-10 minutes for an induction period prior to application. Mix only an amount that will be used within 50 minutes.

2. Apply the consolidant according to the manufacturer's instructions.

3. Where only the surface of the wood to be restored is rotted or deteriorated, the consolidant can be applied by brush. More than one application is recommended to thoroughly consolidate the wood. The Pot life of the consolidant is approximately 30-50 minutes after which time another batch should be made, if needed.

4. Where deterioration extends beyond the surface of the wood, pour the consolidant directly into holes drilled into the wood using an applicator such as a plastic bottle with a narrow spout or syringe. Wait for the consolidant to be absorbed into the wood. Follow with additional applications of consolidant until the wood is saturated and no more consolidant is absorbed.

5. Brush out the excess consolidants on the surface of the wood to insure thorough saturation of the wood surface.

B. Wood Replacement Compound Application:

1. Apply mixed compound according to manufacturer's instructions. If pigmentation is desired, then it should be added to the mixture at this time.

2. Apply compound to areas which have been consolidated. Apply compound when consolidant is tacky and not completely hardened.

3. On wood that is sound and wood that has been previously consolidated, apply a primer to the wood and consolidated material prior to the application of the compound.

4. Apply by pressing into place, troweling, or pressing into a form. The repaired area should be slightly overfilled so that it can be sanded or planed after hardening. Apply more compound if there are voids or depressions after smoothing.

5. After hardening for 12 hours or longer, the compound can be sanded, or planed and carved to correspond to the contour of the surrounding wood.

6. After hardening 24 hours, paint or stain as specified by the architect.

3.4 FIELD QUALITY CONTROL

A. Hardened consolidant and wood replacement compound should be tack-free and firm to the touch.

3.5 PROTECTION

A. Protect all work from cold temperatures and moisture elements until all epoxy work has cured.

3.6 CLEAN UP

A. Following all applications of epoxy, leave all areas free and clean of epoxy. Discard unused epoxy, containers, tools and towels in accordance with local, state and federal regulations.

END OF SECTION 060100

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

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. Framing with dimension lumber.
2. Wood blocking, cants, and nailers.
3. Plywood backing panels.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Power-driven fasteners.
3. Post-installed anchors.
4. Metal framing anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
3. Dress lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
2. For exposed items indicated to receive a stained or natural finish, chemical formulations shall not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, omit marking and provide certificates of treatment compliance issued by inspection agency.

D. Application: Treat items indicated on Drawings, and the following:
1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
2. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
3. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions Construction, Stud, or No. 3 grade of the following species:
1. Spruce-pine-fir; NLGA.
2. Hem-fir; WCLIB or WWPA.
3. Northern species; NLGA.
4. Western woods; WCLIB or WWPA.

B. Other Framing: No. 2 grade of the following species:

1. Hem-fir (north); NLGA.
2. Douglas fir-larch; WCLIB or WWPA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

3. Furring.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of the following species:

1. Hem-fir (north); NLGA.
2. Spruce-pine-fir; NLGA.
3. Western woods; WCLIB or WWPA.
4. Northern species; NLGA.

C. Concealed Boards: 15 percent maximum moisture content of the following species and grades:
1. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.

2. Northern species, No. 2 Common grade; NLGA.
3. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exterior, C-C Plugged in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 ICC-ES AC58 ICC-ES AC193 or ICC-ES AC308 as appropriate for the substrate.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.

D. Do not splice structural members between supports unless otherwise indicated.

E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.

F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

H. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.10.1, "Fastening Schedule," in the California Building Code Volume 2.
2. ICC-ES evaluation report for fastener.

I. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

B. Furring to Receive Gypsum Board: Install 1-by-2-inch nominal- (19-by-38-mm actual-) size furring vertically at 16 inches (406 mm) o.c.

3.4 PROTECTION

A. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

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. Plastic-laminate-clad architectural cabinets.
2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-clad architectural cabinets that are not concealed within other construction.

B. Related Requirements:

1. Section 061053 "Miscellaneous Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.
2. Section 123623.13 "Plastic-Laminate-Clad Countertops."

1.3 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.

2. Show large-scale details.
3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
5. Apply WI Certified Compliance Program label to Shop Drawings.

C. Samples: For each exposed product and for each color and texture specified, in manufacturer's or manufacturer's standard size.

D. Samples for Initial Selection: For each type of exposed finish.

E. Samples for Verification: For the following:

1. Plastic Laminates: 12 by 12 inches (300 by 300 mm), for each type, color, pattern, and surface finish required.

a. Provide one sample applied to core material with specified edge material applied to one edge.

2. Corner Pieces:
a. Miter joints for standing trim.

3. Exposed Cabinet Hardware and Accessories: One full-size unit for each type and finish.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Certificates: For each type of product.

C. Field quality-control reports.

1.7 CLOSEOUT SUBMITTALS

A. Quality Standard Compliance Certificates: WI Certified Compliance Program certificates.

1.8 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

1. Manufacturer's Certification: Licensed participant in WI's Certified Compliance Program.

B. Installer Qualifications: Manufacturer of products or licensed participant in WI's Certified Compliance Program.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.10 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.

B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during the remainder of the construction period.

C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.

D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Architectural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

1. Provide labels and certificates from WI certification program indicating that woodwork and installation complies with requirements of grades specified.

B. Architectural Woodwork Standards Grade: Custom.

C. Type of Construction: Frameless.

D. Door and Drawer-Front Style: Flush overlay.

E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by quality standard.
   1. Basis of Design: Wilsonart HPL.

F. Laminate Cladding for Exposed Surfaces:

   1. Horizontal Surfaces: Grade HGS.
   2. Postformed Surfaces: Grade HGP.
   3. Vertical Surfaces: Grade VGS.
   4. Edges: PVC edge banding, 0.12 inch (3 mm) thick, matching laminate in color, pattern, and finish with color through the depth of the banding.
   5. Pattern Direction: Vertically for drawer fronts, doors, and fixed.

G. Materials for Semiexposed Surfaces:

   1. Surfaces Other Than Drawer Bodies: Thermoset decorative panels.
      a. Edges of Thermoset Decorative Panel Shelves: PVC or polyester edge banding.
      b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.

   2. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
   3. Drawer Bottoms: Hardwood plywood.

H. Concealed Backs of Panels with Exposed Plastic-Laminate Surfaces: High-pressure decorative laminate, NEMA LD 3, Grade BKL.

I. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.

J. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

   1. **HPL #2:** As selected by Architect from laminate manufacturer's full range in the following categories:
      a. Solid colors with core same color as surface, matte finish.
         1) Wood grains, matte finish.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

   1. Wood Moisture Content: 8 to 13 percent.
   2. Formaldehyde free.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.

1. Softwood Plywood: DOC PS 1, medium-density overlay.

2.3 CABINET HARDWARE AND ACCESSORIES

A. Butt Hinges: 2-3/4-inch (70-mm), five-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:

1. Semiconcealed Hinges for Flush Doors: BHMA A156.9, B01361.

B. Wire Pulls: Back mounted, solid metal 5 inches (127 mm) long **ADA compliant** and 5/16 inch (8 mm) in diameter.

C. Catches: Adjustable solid-cast twin ball friction catches, BHMA A156.9, B03013.

D. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.

E. Shelf Rests: BHMA A156.9, B04013; metal.

F. Drawer Slides: BHMA A156.9.

1. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
2. For trash bins not more than 20 inches (500 mm) high and 16 inches (400 mm) wide, provide Grade 1HD-200.

G. Door Locks: BHMA A156.11, E07121.

H. Drawer Locks: BHMA A156.11, E07041.

I. Door and Drawer Silencers: BHMA A156.16, L03011.

J. Grommets for Cable Passage: 2-inch (51-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.

1. Color: Black.

K. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
1. Satin Stainless Steel: BHMA 630.

L. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.4 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

C. Non-Metallic Inorganic Spacers or Shims: impervious to moisture or water vapor installed under cabinets to prevent contact with concrete and to prevent moisture wicking up into cabinets.

D. Adhesive for Bonding Plastic Laminate: Unpigmented contact cement. Comply with SCAQMD limits for VOCs.

1. Adhesive for Bonding Edges: Hot-melt adhesive.

2.5 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.

B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Notify Architect seven days in advance of the dates and times architectural cabinet fabrication will be complete.
2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

A. Architectural Woodwork Standards Grade: Install cabinets to comply with quality standard grade of item to be installed.

B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.

C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm) using concealed shims.

1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
3. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.
4. Use non-metalic, inorganic shims or spacers where cabinets to prevent contact with concrete.

3.3 FIELD QUALITY CONTROL

A. Inspections: Provide inspection of installed Work through WI's Certified Compliance Program certifying that woodwork, including installation, complies with requirements of the Architectural Woodwork Standards for the specified grade.

1. Inspection entity shall prepare and submit report of inspection.

3.4 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.

B. Clean, lubricate, and adjust hardware.

C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass-fiber blanket.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET

A. Glass-Fiber Blanket, Kraft Faced: ASTM C 665, Type II (nonreflective faced), Class C (faced surface not rated for flame propagation).
   1. Roof: R-19
   2. Wall: R-13

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:

   1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
   2. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.

B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.

C. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.

C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:

1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. Attics: Install eave ventilation troughs between roof framing members in insulated attic spaces at vented eaves.
5. For wood-framed construction, install blankets according to ASTM C 1320 and as follows:

    a. With faced blankets having stapling flanges, lap blanket flange over flange of adjacent blanket to maintain continuity of vapor retarder once finish material is installed over it.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:

1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).
2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 072100

SECTION 07 92 19 - ACOUSTICAL JOINT SEALANTS

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 acoustical joint sealants.

B. Related Requirements:

1. Section 07 92 00 "Joint Sealants" for silicone, urethane and mildew resistant joint sealants for non-acoustical applications.

1.3 ACTION SUBMITTALS

A. Product Data: For each acoustical joint sealant.

B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Samples for Verification: For each kind and color of acoustical joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

D. Acoustical-Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each kind of acoustical joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

B. Sample Warranties: For special warranties.

1.5 WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace acoustical joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer agrees to furnish acoustical joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Manufacturer’s standard.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Provide acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.

B. Sealant shall comply with the testing and product requirements of San Diego Air Pollution Control District Rule 67.0 “Architectural Coatings” and Rule 67.21 “Adhesive Material Application Operations”.

C. Surface Burning Characteristics: Classified by UL with flame spread of 0 and smoke developed of 0.

2.2 ACOUSTICAL JOINT SEALANTS

A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C 834.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Pecora Corporation.
b. Tremco Incorporated.
c. United States Gypsum Company.
d. Or Equal.

2. Colors of Exposed Acoustical Joint Sealants: As selected by Architect from manufacturer's full range of colors.

2.3 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by acoustical-joint-sealant manufacturer where required for adhesion of sealant to joint substrates.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive acoustical joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing acoustical joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where recommended by acoustical-joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.

B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint

sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.

C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of acoustical joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect acoustical joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated acoustical joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 19

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

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. Exterior standard steel doors.
   2. Exterior custom hollow-metal doors and frames.

B. Related Requirements:
   1. Section 099000 "Painting" for field finishing doors.

1.3 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

B. Coordinate requirements for installation of door hardware, electrified door hardware, and access control and security systems.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

   1. Include construction details, material descriptions, core descriptions, and finishes.

B. Shop Drawings: Include the following:

   1. Elevations of each door type.
   2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
   3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
   4. Locations of reinforcement and preparations for hardware.
   5. Details of each different wall opening condition.
   6. Details of anchorages, joints, field splices, and connections.

7. Details of accessories.
8. Details of moldings, removable stops.

C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

1.6 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal doors and frames palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Store hollow-metal doors and frames vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Ceco Door (Assa Abloy)

B. Curries Company (Assa Abloy)

C. Steel Craft (Allegion)

D. Or Equal.

2.2 PERFORMANCE REQUIREMENTS

A. Thermally Rated Door Assemblies: Provide door assemblies with U-factor of not more than 0.38 deg Btu/F x h x sq. ft. (2.16 W/K x sq. m) when tested according to ASTM C 1363.

2.3 EXTERIOR STANDARD STEEL DOORS AND FRAMES

A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2; SDI A250.8, Level 3 at entrances ; SDI A250.4, Level B.

1. Doors:

a. Type: As indicated in the Door and Frame Schedule.
b. Thickness: 1-3/4 inches (44.5 mm).
c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A40 (ZF120) coating.
d. Edge Construction: Model 1, Full Flush.
e. Edge Bevel: Provide manufacturer's standard beveled or square edges.
f. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
g. Bottom Edges: Close bottom edges of doors with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
h. Core: Manufacturer's standard.
i. Closer Reinforcement: Steel channel, minimum thickness of 0.0747 inch (1.897 mm), minimum 20” long.
j. Vision Lite Kit: Metallic-coated steel sheet, minimum thickness of 0.0598 inch (1.518 mm), with minimum A40 (ZF120) coating.

2. Frames:

a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A40 (ZF120) coating.
b. Construction: Knocked down.

3. Exposed Finish: Prime.

2.4 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

E. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

2.5 FABRICATION

A. Hardware Preparation: Factory prepare hollow-metal doors to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.6 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, oven-cured, lead- and chromate-free primer complying with ANSI A250.100; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 PREPARATION

A. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 INSTALLATION

A. General: Install hollow-metal doors and frames plumb, rigid, properly aligned, and securely fastened in place. Comply with approved Shop Drawings and with manufacturer's written instructions.

B. Hollow-Metal Frames: Comply with **SDI A250.11**.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
b. Install frames with removable stops located on secure side of opening.

2. Floor Anchors: Secure with postinstalled expansion anchors.

a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3. Solidly pack mineral-fiber insulation inside frames.

4. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:

   a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
   b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
   c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
   d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

C. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.

   1. Non-Fire-Rated Steel Doors: Comply with **SDI A250.8**.

3.3 CLEANING AND TOUCHUP

A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

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SECTION 087100 - DOOR HARDWARE

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. Mechanical door hardware for the following:

a. Swinging doors.

B. Related Requirements:
1. Section 081113 "Hollow Metal Doors and Frames.

1.3 COORDINATION

A. Installation Templates: Distribute for doors, frames, and other work specified to be factory prepared. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

B. Security: Coordinate installation of door hardware, keying, and access control with Owner's maintenance staff.

C. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Conference participants shall include Installer's Architectural Hardware Consultant and Owner's maintenance team representative.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For electrified door hardware.

1. Include diagrams for power, signal, and control wiring.
2. Include details of interface of electrified door hardware and building safety and security systems.

C. Samples: For each exposed product in each finish specified, in manufacturer's standard size.

1. Tag Samples with full product description to coordinate Samples with door hardware schedule.

D. Samples for Initial Selection: For each type of exposed finish.

E. Samples for Verification: For each type of exposed product, in each finish specified.

1. Sample Size: Full-size units or minimum 2-by-4-inch (51-by-102-mm) Samples for sheet and 4-inch (102-mm) long Samples for other products.

    a. Full-size Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.

2. Tag Samples with full product description to coordinate Samples with door hardware schedule.

F. Door Hardware Schedule: Prepared by or under the supervision of Installer's Architectural Hardware Consultant. Coordinate door hardware schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Submittal Sequence: Submit door hardware schedule concurrent with submissions of Product Data, Samples, and Shop Drawings. Coordinate submission of door hardware schedule with scheduling requirements of other work to facilitate the fabrication of other work that is critical in Project construction schedule.
2. Format: Use same scheduling sequence and format as in door hardware schedule in the Contract Documents.
3. Content: Include the following information:

    a. Identification number, location, hand, fire rating, size, and material of each door and frame.
    b. Locations of each door hardware set, cross-referenced to Drawings on floor plans and to door and frame schedule.
    c. Complete designations, including name and manufacturer, type, style, function, size, quantity, function, and finish of each door hardware product.
    d. Description of electrified door hardware sequences of operation and interfaces with other building control systems.
    e. Fastenings and other installation information.

f. Explanation of abbreviations, symbols, and designations contained in door hardware schedule.
g. Mounting locations for door hardware.
h. List of related door devices specified in other Sections for each door and frame.

G. Keying Schedule: Prepared by the Owner's maintenance team representative under the supervision of Installer's Architectural Hardware Consultant, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations that are coordinated with the Contract Documents.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1. Complies with listed fire-rated door assemblies.

B. Product Test Reports: For compliance with accessibility requirements, for tests performed by manufacturer and witnessed by a qualified testing agency, for door hardware on doors located in accessible routes.

C. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of door hardware to include in maintenance manuals.

B. Schedules: Final door hardware and keying schedule.

1.8 MAINTENANCE MATERIAL SUBMITTALS

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

1.9 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

1. Warehousing Facilities: In Project's vicinity.
2. Scheduling Responsibility: Preparation of door hardware and keying schedule.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with the final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including excessive deflection, cracking, or breakage.
b. Faulty operation of doors and door hardware.
c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.

2. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
a. Exit Devices: Two years from date of Substantial Completion.
b. Manual Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of door hardware from single manufacturer.
1. Provide the Owner’s standard mechanical hardware and accessories or mechanical hardware and accessories compatible with the Owner’s standard.

2.2 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf (67 N) to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with California Building Code Chapter 11B.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than 5 lbf (22.2 N).
2. Comply with the following maximum opening-force requirements:

a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.

3. Bevel raised thresholds with a slope of not more than 1:2. Provide thresholds not more than 1/2 inch (13 mm) high.

4. Adjust door closer sweep periods so that, from an open position of 90 degrees, the door will take at least 5 seconds to move to a position of 12 degrees from the latch.
5. Operable hardware mounted between 38” and 44” from finished floor.

2.3 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule.

1. Door hardware is scheduled in Part 3.

2.4 HINGES

A. Hinges: ANSI/BHMA A156.1 butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
   a. Two Hinges: For doors with heights up to 60 inches.
   b. Three Hinges: For doors with heights 61 to 90 inches.
   c. Four Hinges: For doors with heights 91 to 120 inches.
   d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
   a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.
   b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.
3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
   a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
   b. Interior Standard Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:
   a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for all out-swinging lockable doors.
5. Acceptable Manufacturers:
   a. Hager Companies (HA).
   b. Ives (IV).
   c. McKinney Products (MK).

2.5 CYLINDERS AND KEYING

A. General: Cylinder manufacturer to have minimum (10) year experience designing secured master key systems and have on record a published security keying system policy.

B. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and cams to suit hardware application.

2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
5. Keyway: Match Facility Standard.

C. Keying System: Each type of lock and cylinders to be factory keyed.

1. Conduct specified "Keying Conference" to define and document keying system instructions and requirements.
2. Nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
3. Existing System:

a. Master key or grand master key locks to Owner's existing system.

D. Key Quantity: Provide the following minimum number of keys:

1. Change Keys per Cylinder: Three (3)
2. Master Keys (per Master Key Level/Group): Five (5).
3. Construction Keys: Ten (10).

E. Construction Keying: Provide construction master keyed cylinders.

F. Key Registration List (Bitting List):

1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
2. Provide transcript list in writing or electronic file as directed by the Owner.

2.6 MECHANICAL LOCKS AND LATCHES

A. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified.

1. Furnish with solid cast levers, standard 2 3/4” backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt.
2. Locks are to be non-handed and fully field reversible.

2.7 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:

1. Flat-Lip 7/8” LTC Strikes: For locks used with door pair equipped with over-lapping astragal.

2. Wood Frames Strikes: Extended lip to clear applied wood trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing, with extended lip for applied trim.
4. Hollow Metal Frames Strikes: Wrought box, 4-7/8” x 1-1/4” lip.

B. Standards: Comply with the following:
1. Strikes for Bored Locks and Latches: BHMA A156.2.
2. Strikes for Auxiliary Deadlocks: BHMA A156.36.
3. Dustproof Strikes: BHMA A156.16.

2.8 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized smooth covers (without grooves) and include installation and adjusting information on inside of cover.

2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.

3. Cycle Testing: Provide closers which have surpassed 15 million cycles in a test witnessed and verified by UL.

4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with CBC Chapter 11B.

5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.

6. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.

7. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 certified surface mounted, door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable back-check, closing sweep, and latch speed control valves. Provide non-handed units standard.

2.9 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

3. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:

    a. Bronze: 050-inch thick.

4. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes (CSK) and four beveled edges (4BE).

5. Acceptable Manufacturers:

    a. Rockwood Manufacturing (RO).
    b. Trimco (TC).

2.10 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

1. Acceptable Manufacturers:

    a. Rockwood Manufacturing (RO).
    b. Trimco (TC).

2.11 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.

1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

F. Acceptable Manufacturers:

1. Pemko Manufacturing (PE).
2. Zero (ZE).

2.12 FABRICATION

A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rating labels and as otherwise approved by Architect.

1. Manufacturer's identification is permitted on rim of lock cylinders only.

B. Base Metals: Produce door hardware units of base metal indicated, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18.

C. Fasteners: Provide door hardware manufactured to comply with published templates prepared for machine, wood, and sheet metal screws. Provide screws that comply with commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware unless otherwise indicated.

1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
2. Fire-Rated Applications:

a. Wood or Machine Screws: For the following:

1) Hinges mortised to doors or frames; use threaded-to-the-head wood screws for wood doors and frames.
2) Strike plates to frames.
3) Closers to doors and frames.

b. Steel Through Bolts: For the following unless door blocking is provided:

1) Surface hinges to doors.
2) Closers to doors and frames.
3) Surface-mounted exit devices.

3. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
4. Gasketing Fasteners: Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.

2.13 FINISHES

A. Provide finishes complying with BHMA A156.18 as indicated in door hardware schedule.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.

B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
3. Installation height shall comply with CBC Chapter 11B "Accessibility" with operable hardware mounted between 38" and 44" from finished floor.
4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches (750 mm) of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule, but not fewer than one intermediate offset pivot per door and one additional intermediate offset pivot for every 30 inches (750 mm) of door height greater than 90 inches (2286 mm).

E. Lock Cylinders: Install construction cores to secure building and areas during construction period.

1. Replace construction cores with permanent cores as indicated in keying schedule.
2. Furnish permanent cores to Owner for installation.

F. Key Control System:

1. Key Control Cabinet: Tag keys and place them on markers and hooks in key control system cabinet, as determined by final keying schedule.
2. Key Lock Boxes: Install where indicated or approved by Architect to provide controlled access for fire and medical emergency personnel.
3. Key Control System Software: Set up multiple-index system based on final keying schedule.

G. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 079200 "Joint Sealants."

H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

I. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.

1. Do not notch perimeter gasketing to install other surface-applied hardware.

J. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

K. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.4 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

1. Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

3.5 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.6 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

3.7 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. SL – Schlage
2. LN - LCN
3. TR - Trimco
4. HG - Hager
5. PE – Pemko
6. **SG - Sargent**

Set: 1.0

Description: Exterior Metal Door

3	Hinge	CB1191 NRP 4-1/2" x 4-1/2"	630	HG
1	Mortise Cylinder Lock	**8292 LNL x 26D (Less cylinder & o/s lever)**	626	**SG**
1	Pull	109**7**-HA Anti Vandal Pull (EXTERIOR)	630	TR
1	Surface Closer	LCN 404**0** EDA	ALUM	LN
1	Kick Plate	190S 10" x 32”	630	HG
1	Door Stop	326W	626	HG
1	Threshold	433S	A	HG
1	Gasketing	891SAV 3684		HG
1	Sweep	783SAV 35N		HG

END OF SECTION 087100

SECTION 092900 - GYPSUM BOARD

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 gypsum board.
2. Tile backing panels.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.

B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C 1396/C 1396M.
   1. Thickness: As indicated.
   2. Long Edges: Tapered.

B. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
   1. Thickness: As indicated.
   2. Long Edges: Tapered.

2.4 TILE BACKING PANELS

A. Glass-Mat, Water-Resistant Backing Board: ASTM C 1178/C 1178M, with manufacturer's standard edges.
   1. Core: As indicated on Drawings.
   2. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

2.5 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

   1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
   2. Shapes:

      a. Cornerbead.
      b. Bullnose bead.
      c. LC-Bead: J-shaped; exposed long flange receives joint compound.
      d. L-Bead: L-shaped; exposed long flange receives joint compound.
      e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
      f. Curved-Edge Cornerbead: With notched or flexible flanges.
      g. As indicated.

2.6 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

    a. Use setting-type compound for installing paper-faced metal trim accessories.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.

2.7 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.

B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

C. Thermal Insulation: As specified in Section 072100 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Form control and expansion joints with space between edges of adjoining gypsum panels.

F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.

1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. (0.7 sq. m) in area.
2. Fit gypsum panels around ducts, pipes, and conduits.
3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- (6.4- to 9.5-mm-) wide joints to install sealant.

G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.

H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written instructions for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.

K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Wallboard Type: Vertical surfaces unless otherwise indicated.
2. Ceiling Type: Ceiling surface where indicated.
3. Glass-Mat Interior Type: As indicated on Drawings.

B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.

    a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 APPLYING TILE BACKING PANELS

A. Glass-Mat, Water-Resistant Backing Panels: Comply with manufacturer's written installation instructions and install at locations indicated to receive tile]. Install with 1/4-inch (6.4-mm) gap where panels abut other construction or penetrations.

B. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces.

3.5 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

B. Interior Trim: Install in the following locations:

1. Cornerbead: Use at outside corners.
2. LC-Bead: Use at exposed panel edges.

3.6 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile or acoustical panels.
3. Level 3: In maintenance and mechanical or electrical rooms.
4. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.

    a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

5. Level 5: Where indicated on Drawings.

    a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

E. Glass-Mat Faced Panels: Finish according to manufacturer's written instructions.

F. Cementitious Backer Units: Finish according to manufacturer's written instructions.

3.7 APPLYING TEXTURE FINISHES

A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.

B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture matching approved mockup and free of starved spots or other evidence of thin application or of application patterns.

C. Prevent texture finishes from coming into contact with surfaces not indicated to receive texture finish by covering them with masking agents, polyethylene film, or other means. If, despite these precautions, texture finishes contact these surfaces, immediately remove droppings and overspray to prevent damage according to texture-finish manufacturer's written instructions.

3.8 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

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SECTION 09 51 23 - ACOUSTICAL TILE CEILINGS

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. Acoustical tiles for interior ceilings.
2. Direct attachment of tiles to substrates with adhesive.

B. Related Requirements:

1. Section 07 92 19 “Acoustical Joint Sealants”.

1.3 PRE-INSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, 6-inches-in size.

C. Samples for Initial Selection: For components with factory-applied color finishes.

D. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of size indicated below.

1. Acoustical Tile: Set of full-size Samples of each type, color, pattern, and texture.
2. Exposed Moldings and Trim: Set of 6-inch-long Samples of each type and color.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Size and location of initial access modules for acoustical tile.

2. Items penetrating finished ceiling and ceiling-mounted items including the following:

    a. Lighting fixtures.
    b. Diffusers.
    c. Grilles.
    d. Speakers.
    e. Sprinklers.
    f. Access panels.
    g. Perimeter moldings.
    h. Any other miscellaneous ceiling mounted devices or fixtures.

3. Minimum Drawing Scale: 1/4 inch = 1 foot

B. Qualification Data: For testing agency.

C. Evaluation Reports: For each acoustical tile ceiling suspension system and anchor and fastener type, from ICC-ES.

D. Product Test Reports: For each acoustical tile ceiling, for tests performed by a qualified testing agency.

E. Field quality-control reports.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For finishes to include in maintenance manuals.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical tiles and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

B. Before installing acoustical tiles, permit them to reach room temperature and a stabilized moisture content.

C. Handle acoustical tiles carefully to avoid chipping edges or damaging units in any way.

1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations:

1. Directly Attached Acoustical Tile Ceilings: Obtain each type of acoustical ceiling tile from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 0-25; Comply with ASTM E 1264 for Class A materials.
2. Smoke-Developed Index: 450 or less.

B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.3 ACOUSTICAL TILES: ACP 1

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corporation.
3. United States Gypsum Company.
4. Or Equal.

B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectance unless otherwise indicated.

C. Classification: Provide tiles complying with ASTM E 1264 for type, form, and pattern as follows:

1. Type and Form: Type III, mineral base with painted finish; Form 2, water felted.
2. Pattern: C (perforated, small holes), match existing.

D. Color: White

E. Light Reflectance (LR): Not less than 0.80.

F. Noise Reduction Coefficient (NRC): Not less than 0.55.

G. Ceiling Attenuation Class (CAC): Not less than 35.

H. Edge/Joint Detail: Match existing.

I. Thickness: 5/8 inch, match existing.

J. Modular Size: 12 by 12 inches

K. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273, ASTM D 3274, or ASTM G 21 and evaluated according to ASTM D 3274 or ASTM G 21.

2.4 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corporation.
3. United States Gypsum Company.
4. Or Equal.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations.

1. Provide manufacturer's standard edge moldings that fit acoustical tile edge.
2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

2.5 ACOUSTICAL SEALANT

A. Acoustical Sealant: As specified in Section 07 92 19 "Acoustical Joint Sealants".

2.6 MISCELLANEOUS MATERIALS.

A. Acoustical Tile Adhesive: Type recommended by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.

1. Adhesive shall comply with the testing and product requirements of San Diego Air Pollution Control District Rule 67.0 "Architectural Coatings" and Rule 67.21 “Adhesive Material Application Operations."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Testing Substrates: Before installing adhesively applied tiles on wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.

B. Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders, and comply with layout shown on reflected ceiling plans.

C. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION OF DIRECTLY ATTACHED ACOUSTICAL TILE CEILINGS

A. Adhesive Installation: Install acoustical tile by bonding to substrate, using amount of acoustical tile adhesive and procedure recommended in writing by tile manufacturer and as follows:

1. Prime ceiling according to CISCA's "Ceiling Systems Handbook."
2. Remove loose dust from backs of tiles by brushing.
3. Install splines in joints between tiles; maintain level of bottom surface of tiles to a tolerance of 1/8 inch in 12 feet and not exceeding 1/4 inch cumulatively.
4. Maintain tight butt joints, aligned in both directions and coordinated with ceiling fixtures.

B. Install edge moldings and trim of type indicated at perimeter of acoustical tile ceiling area and where necessary to conceal edges of acoustical units.

C. Arrange directionally patterned acoustical tiles as follows:

1. As indicated on reflected ceiling plans.
2. Install tiles with pattern running in one direction parallel to long axis of space.

3.4 ERECTION TOLERANCES

A. Directly Attached Ceilings: Install bottom surface of tiles to a tolerance of 1/8 inch in 12 feet and not exceeding 1/4 inch (6 mm) cumulatively

B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet, non-cumulative.

3.5 CLEANING

A. Clean exposed surfaces of acoustical tile ceilings, including trim, edge moldings, tiles, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.

B. Remove and replace tiles and other ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 23

SECTION 096513 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Thermoset-rubber base.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 THERMOSET-RUBBER BASE

A. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).

1. Style and Location:
   a. Style B, Cove: Provide in areas with resilient floor coverings.

B. Thickness: 0.125 inch (3.2 mm).

C. Height: 4 inches (102 mm).

D. Lengths: Cut lengths 48 inches (1219 mm) long or coils in manufacturer's standard length.

E. Outside Corners: Job formed.

F. Inside Corners: Job formed or preformed.

G. Colors: As selected by Architect from standard range of colors.

2.2 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

C. Caulk: Color matched and provided by manufacturer.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until materials are the same temperature as space where they are to be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.2 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Use manufacturer provided matching caulk at seams.

E. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

F. Do not stretch resilient base during installation.

G. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Form without producing discoloration (whitening) at bends.

2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.

    a. Cope corners to minimize open joints.

3.3 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

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SECTION 097200 – TACKABLE WALL COVERINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

a. Vinyl coated fabric wall covering.

b. Linoleum tackable wall covering

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicating compliance with specified requirements.

B. Installation Instructions.

C. Samples: For each type of wall covering and for each color, pattern, texture, and finish specified, 7 inch (18 centimeter) by 9 inch (23 centimeter) in size.

1.3 INFORMATIONAL SUBMITTALS

A. Product test reports.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE:

A. Mock-ups: Prepare mock-ups for architect's review and to establish requirements for seaming and finish trim.
   a. Correct areas, modify method of application/installation, or adjust finish texture as directed by architect to comply with specified requirements.
   b. Approved mockups may be incorporated into the work.

B. PROJECT CONDITIONS
   a. Maintain ambient temperature within the building at not less than 68 degrees Fahrenheit (20 degrees Celsius) for a minimum of seventy-two hours prior to beginning of installation.
   b. Do not install tackable wallcovering until the space is enclosed and weatherproof.
   c. Do not install tackable wallcovering until temperature is stabilized and permanent lighting is in place.

1.6 WARRANTY

A. Submit manufacturer's limited five-year written warranty against manufacturing defects.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates according to test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

a. Surface-Burning Characteristics: Comply with ASTM E84 Class II/B; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 VINYL COATED FABRIC WALL COVERING

A. Basis of Design: Koroseal Pacific KB278

B. Description: Provide mildew-resistant products in rolls from same production run and complying with the following:
a. ASTM F793 for wall coverings.

a. Category: V, Type II, Commercial Serviceability.

C. Total Weight: 13.3 ounce per square yard, excluding coatings.

D. Width: 54 inches (1372 mm).

E. Backing: Drill fabric.

F. Stain-Resistant Coating: Provide.

G. Colors, Textures, and Patterns: Match basis of design.

2.3 LINOLEUM TACKABLE WALL COVERING

A. Basis of Design: 1129 Blueberry Claridge Linoleum

B. Description: Uni-color resilient homogeneous tackable linoleum surface consisting of linseed oil, granulated cork, rosin binders, and dry pigments calendered onto natural burlap backing. Color shall extend through thickness of material.

C. Resilient, tackable, linoleum surface material.

D. Width: 48 inch or 72 inch.

E. Color: Deep Sea

F. Gauge: 1/4 inch (6 millimeter).

G. Approximately 95 lineal feet rolls. Flexible enough to bend around a 2-3/4 inch (7 centimeter) radius. Dimensionally stable due to burlap backing.

2.4 ACCESSORIES

A. Adhesive: Mildew-resistant, nonstaining adhesive, for use with specific wall covering and substrate application indicated and as recommended in writing by wall-covering manufacturer.

B. Primer/Sealer: Mildew resistant, complying with requirements recommended in writing by primer/sealer and wall-covering manufacturers for intended substrate.

C. Adhesive: Solvent-free, SBR type linoleum adhesive (L-910W) or polyvinyl acetate dispersion type (contact adhesive) when used in a press.

D. Color matched caulk:
   a. C100-14: Acrylic caulk deep sea.

PART 3 - EXECUTION

3.1 PREPARATION

A. Comply with manufacturer's written instructions for surface preparation.

B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, mildew, and incompatible primers.

C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.

   a. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
   b. Plaster: Allow new plaster to cure. Neutralize areas of high alkalinity. Prime with primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
   c. Metals: If not factory primed, clean and apply primer recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
   d. Gypsum Board: Prime with primer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
      a. Primer should be used before application of wallcovering.
   e. Painted Surfaces: Treat areas susceptible to pigment bleeding.
   f. Ensure wall surfaces scheduled to receive tackable wallcovering are properly sealed with a quality primer specified for use under flexible vinyl wallcoverings.

D. Check painted surfaces for pigment bleeding. Sand gloss, semigloss, and eggshell finish with fine sandpaper.

E. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

F. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

3.2 WALL-COVERING INSTALLATION

A. Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated.

B. Cut wall-covering strips in roll number sequence. Change the roll numbers at partition breaks and corners.

C. Install strips in same order as cut from roll.

D. Install wall covering without lifted or curling edges and without visible shrinkage.

E. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without overlaps or gaps between strips.

F. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

G. Remove excess adhesive at seams, perimeter edges, and adjacent surfaces.

H. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 097200

SECTION 099123 - INTERIOR PAINTING

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 surface preparation and the application of paint systems on interior substrates.

1.3 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

1. Include Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
2. Indicate VOC content.

B. Samples for Initial Selection: For each type of topcoat product.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Interior Painting Schedule for the paint category indicated by manufacturers listed below:
1. Benjamin Moore & Co.
2. Dunn-Edwards Corporation.
3. Sherwin-Williams Company (The).
4. Approved Equal.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:

1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: District Standard.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Wood: 15 percent.
3. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

F. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Wood Substrates: Doors and wood board paneling.

1. Institutional Low-Odor/VOC Latex System MPI INT 6.3V:

a. Prime Coat: Primer, latex, for interior wood, MPI #39.

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.

c. Topcoat wood board paneling: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3), MPI #145.

d. Topcoat doors: Latex, interior, institutional low odor/VOC, semi-gloss (MPI Gloss Level 5), MPI #147.

B. Gypsum Board Substrates:

1. Institutional Low-Odor/VOC Latex System MPI INT 9.2M:

a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.

b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.

c. Topcoat: Latex, interior, institutional low odor/VOC (MPI Gloss Level 3), MPI #145.

END OF SECTION 099123

SECTION 101100 - VISUAL DISPLAY UNITS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Visual display board assemblies.
2. Sliding visual display units.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For visual display units.

1. Include plans, elevations, sections, details, and attachment to other work.
2. Show locations of panel joints

C. Product Schedule: For visual display units.

1.3 INFORMATIONAL SUBMITTALS

A. Sample warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 WARRANTY

A. Special Warranty for Porcelain-Enamel Face Sheets: Manufacturer agrees to repair or replace porcelain-enamel face sheets that fail in materials or workmanship within specified warranty period.

1. Warranty Period: **50** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: **25** or less.
2. Smoke-Developed Index: **50** or less.

2.2 VISUAL DISPLAY BOARD ASSEMBLY

A. Visual Display Board Assembly: **Factory** fabricated.

1. Assembly: **Markerboard**.
2. Corners: **Square**.
3. Width: **As indicated on Drawings**.
4. Height: **As indicated on Drawings**.

B. Markerboard Panel: **Porcelain-enamel-faced** markerboard panel on core indicated.

1. Color: **White**.

C. Aluminum Frames: Fabricated from not less than 0.062-inch- (1.57-mm-) thick, extruded aluminum; **standard size and shape**.

D. Joints: Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, **as acceptable to Architect**.

2.3 SLIDING VISUAL DISPLAY UNITS

A. Horizontal-Sliding Visual Display Units: Factory-fabricated units consisting of extruded-aluminum tubular frame, fixed rear visual display panel, aluminum-framed horizontal-sliding visual display panels, and extruded-aluminum fascia that conceals overhead sliding track; designed for recessed mounting. Provide panels that operate smoothly without vibration or chatter.

1. Two-Track Units: Fabricate unit with fixed rear panel covering entire rear surface. Provide two sliding panels, each equal to not less than one-half of overall length of unit.

2. Hardware: Manufacturer's standard, extruded-aluminum overhead track and channel-shaped bottom guides; with two nylon ball-bearing carriers and two nylon rollers for each sliding panel.
3. Overall Width: **As indicated on Drawings**.
4. Overall Height: **As indicated on Drawings**.

5. Aluminum Trim: **manufacturer's standard** size and profile; with **clear anodic** finish.

2.4 MATERIALS

A. Porcelain-Enamel Face Sheet: PEI-1002, with face sheet manufacturer's standard two- or three-coat process.

B. Extruded Aluminum: ASTM B221 (ASTM B221M), Alloy 6063.

2.5 ALUMINUM FINISHES

A. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install visual display surfaces in locations and at mounting heights indicated on Drawings, or if not indicated, at heights indicated below. Keep perimeter lines straight, level, and plumb. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.

B. Field-Assembled Visual Display Board Assemblies: Coordinate field-assembled units with grounds, trim, and accessories indicated. Join parts with a neat, precision fit.

1. Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, **as acceptable to Architect**.
2. Where size of visual display board assemblies or other conditions require support in addition to normal trim, provide structural supports or modify trim as indicated or as selected by Architect from manufacturer's standard structural support accessories to suit conditions indicated.

C. Sliding Visual Display Units: Install units at mounting heights indicated. Attach to backing with fasteners at not more than 16 inches (400 mm) o.c.

END OF SECTION 101100

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SECTION 101423.16 - PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes signs that are directly attached to the building.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For room-identification signs.

1. Include fabrication and installation details and attachments to other work.
2. Show sign mounting heights, locations of supplementary supports to be provided by other installers, and accessories.
3. Show message list, typestyles, graphic elements, including raised characters and Braille, and layout for each sign at least half size.

C. Samples: For each color and texture specified.

1.3 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in California Building Code Chapter 11B-703 Signs.

2.2 PANEL SIGNS

A. Room-Identification Sign: **Sign** with smooth, uniform surfaces; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
1. Laminated-Sheet Sign: **Photopolymer** face sheet with raised graphics laminated to **acrylic** backing sheet to produce composite sheet.

a. Composite-Sheet Thickness: **Manufacturer's standard for size of sign.**
b. Color(s): Match existing campus standards for exterior and interior signage.
   1) Exterior: Dark blue gray
   2) Interior signage with braille: Reflex Blue
   3) Interior signage: Black

2. Sign-Panel Perimeter: Finish edges smooth.

   a. Edge Condition**Square cut**.
   b. Corner Condition in Elevation: **Rounded ½ inch radius**.

3. Mounting: **Manufacturer's standard method for substrates indicated**.

2.3 SIGN MATERIALS

A. Acrylic Sheet: ASTM D4802, category as standard with manufacturer for each sign, Type UVF (UV filtering).

B. Vinyl Film: UV-resistant vinyl film with pressure-sensitive, permanent adhesive; die cut to form characters or images as indicated on Drawings and suitable for exterior applications.

2.4 ACCESSORIES

A. Adhesive: As recommended by sign manufacturer.

B. Two-Face Tape: Manufacturer's standard high-bond, foam-core tape, 0.045 inch (1.14 mm) thick, with adhesive on both sides.

2.5 FABRICATION

A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.

1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
2. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
3. Provide rabbets, lugs, and tabs necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
2. Install signs so they do not protrude or obstruct according to the accessibility standard.
3. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.

B. Mounting Methods:
1. Adhesive: Clean bond-breaking materials from substrate surface and remove loose debris. Apply linear beads or spots of adhesive symmetrically to back of sign and of suitable quantity to support weight of sign after cure without slippage. Keep adhesive away from edges to prevent adhesive extrusion as sign is applied and to prevent visibility of cured adhesive at sign edges. Place sign in position, and push to engage adhesive. Temporarily support sign in position until adhesive fully sets.
2. Two-Face Tape: Clean bond-breaking materials from substrate surface and remove loose debris. Apply tape strips symmetrically to back of sign and of suitable quantity to support weight of sign without slippage. Keep strips away from edges to prevent visibility at sign edges. Place sign in position, and push to engage tape adhesive.

END OF SECTION 101423.16

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SECTION 12 24 13 – ROLLER WINDOW SHADES

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. Manually operated roller shades with single rollers, chain driven.

1.3 REFERENCES

A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.4 SUBMITTALS

A. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
3. Storage and handling requirements and recommendations.
4. Mounting details and installation methods.

B. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances and relationship to adjacent work.

C. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings and include opening sizes and key to typical mounting details.

D. Selection Samples: For each finish product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shadecloth sample and aluminum finish sample as selected. Mark face of material to indicate interior faces.

F. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

G. Warranty: Provide manufacturer's warranty documents as specified in this Section.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Obtain roller shades system through one source from a single

manufacturer with a minimum of ten years experience and minimum of five projects of similar scope and size in manufacturing products comparable to those specified in this section.

B. Installer for Roller Shade System - Qualifications: Installer trained and certified by the manufacturer with a minimum of ten years experience in installing products comparable to those specified in this section.

C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.

D. Shade Cloth Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC 9644, ATCC9645.

E. Requirements for Roller Shade Installer/Contractor:
   1. Roller Shade Hardware, shade fabric, motor, and all related controls shall be furnished and installed as a complete two-way communicating system and assembly.
   2. Roller Shade Installer/Contractor shall list all components and systems included in their bid,

F. Mock-Up: Provide a mock-up of one roller shade assembly for evaluation of mounting, appearance and accessories.
   1. Locate mock-up in window designated by Architect.
   2. Do not proceed with remaining work until, mock-up is accepted by Architect.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in the Window Treatment Schedule.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.8 WARRANTY

A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating twenty-five year limited warranty.

B. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.

C. Roller Shade Installation: One year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas, which are deemed owners responsibility.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Manufacturer: **MechoShade Systems, Inc**.,

B. Or Approved Equal, no known equal.

2.2 ROLLER SHADE TYPES

A. Roller Shade Schedule: Refer to the Drawings for locations.

2.3 SHADECLOTH

A. Visually Transparent Single-Fabric Shadecloth: MechoSystems, **ThermoVeil** group, single thickness, opaque non-raveling 0.035-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (0.457 mm) diameter extruded vinyl yarn comprising of 25 percent polyester and 75 percent reinforced vinyl, in colors selected from manufacturer's available range:
   1. Dense Basket Weave, 1500 series: 3 percent open, 2 by 2 dense basket-weave pattern. VLT_range 5 to 11 percent.
   2. Color: Selected from manufacturer's standard colors.

2.4 SHADE BANDS

A. Shade Bands: Construction of shade band includes the fabric, the enclosed hem weight, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets shall not be acceptable.
   1. Concealed Hembar: Shall be continuous extruded aluminum for entire width of shade band and with the following characteristics:
      a. Hembar shall be heat sealed on all sides.
      b. Open ends shall not be accepted.
   2. Shade band and Shade Roller Attachment:
      a. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection.
      b. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a "snap-on" snap-off" Spline mounting, without having to remove shade roller from shade brackets or insert shadeband from the side.
      c. Mounting Spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.
      d. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets, does not meet the performance requirements of this specification and shall not be accepted.

2.5 ROLLER SHADE COMPONENTS AND REQUIREMENTS

A. Access and Material Requirements:
   1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
   2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.

B. Manual Operated Chain Drive Hardware and Brackets:
   1. Provide for universal, regular and offset drive capability which enables the drive chain to always fall in front of the fabric plane.
   2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.

3. Provide shade hardware system that allows for removable regular and/or reverse roll fascias to be mounted continuously across two or more shade bands without requiring exposed fasteners of any kind.
4. Provide shade hardware system that allows for operation of multiple shade bands (multi-banded shades) by a single chain operator, subject to manufacturer's design criteria. Connectors shall be offset to assure alignment from the first to the last shade band
5. Provide shade hardware system that allows multi-banded, manually-operated shades to be capable of smooth operation when the axis is offset a maximum of 6 degrees on each side of the plane perpendicular to the radial line of the curve, for a 12 degrees total offset.
6. Provide positive mechanical engagement of the drive mechanism to the shade roller tube. Friction-fit connectors for the drive mechanism connection to the shade roller tube are not acceptable.
7. Provide shade hardware constructed of minimum 16 ga. 0.060 in. (1.52 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.

C. Drive Chain: #10 qualified stainless steel chain rated to 100 lb. (45 kg) minimum breaking strength. Nickel plate chain shall not be acceptable.

2.6 ACCESSORIES

A. Fascia:
1. Continuous removable extruded aluminum fascia that attaches to shade mounting brackets without the use of adhesives, magnetic strips, or exposed fasteners.
2. Fascia shall be able to be installed across two or more shade bands in one piece.
3. Fascia shall fully conceal brackets, shade roller and fabric on the tube.
4. Provide bracket / fascia end caps where mounting conditions expose outside of roller shade brackets.
5. Fascia shall include a channel for application of flexible material (shlegel) to closing off any light leakage between the fascia and a window frame, mullion, ceiling and/or any other horizontal surface.
6. Fascia shall attach directly to the roller shade bracket without the need to install additional mounting hardware. Exposed fasteners shall not be allowed.
7. Fascia shall positively lock in a top-down installation method to help prevent accidental detachment.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Confirm that blocking for roller shades is installed plumb, level, and fitted to window mullion as per interior architect's design documents and in accordance with industry standard tolerances. The horizontal surface of the shade pocket shall not be out-of-level more than 0.0625 inches (1/16 inch) (1.6 mm) over 20 linear feet (6 m).

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 RESPONSIBILITIES FOR INSTALLATION

A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.

B. General Contractor Responsibilities:
   1. Coordinate with requirements of Installer for this section before inaccessible areas are constructed.
   2. Coordinate requirements of ALSCS before inaccessible areas are constructed.
   3. Comply with manufacturer's product data, including shop drawings, technical bulletins, product catalog installation instructions, and product carton instructions for installation.
   4. Protect installed product and finished surfaces from damage during all phases of installation including preparation, testing, and cleanup.
   5. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

C. Installer Responsibilities:
   1. Inspect all material included in this contract prior to installation and notify manufacturer of unacceptable material prior to installation.

3.4 INSTALLATION OF ROLLER SHADES

A. Install roller shades level, plumb, square, and true in accordance with manufacturer's recommendations, approved submittals, and in proper relationship with adjacent construction.
   1. Provide an on-site project manager who will attend all related jobsite scheduling meetings.
   2. Supervise the roller shade installation, and setting of intermediate stops of all shades to assure the alignment of the shade bands within a single EDU group, which shall not exceed +/- 0.125 inches (3.175mm), and to assure the alignment between EDU groups, which shall not exceed +/- 0.25 inches (6.35mm).
   3. Be responsible for field inspection on an area-by- area and floor-by-floor basis during construction to confirm proper mounting conditions per approved shop drawings.
   4. Provide accurate field measurements to 0.0625 inches (1/16 inch)(1.6 mm) for custom shade fabrication on the roller shades manufacturers input forms.

B. Install shades such that the shade band is not closer than 2 inches (50 mm) to the interior face of the glass. Allow proper clearances for window operation hardware.

C. Adjust, align and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

D. Installer shall set upper, lower and up to 3 intermediate stop positions of all motorized shade bands, and assure alignment in accordance with the above requirements.

E. Test and certify the operation of all motorized shades and turn over each floor for preliminary acceptance.

3.5 INSTALLATION OF CONTROL SYSTEMS

A. Install control systems in accordance with manufacturer's recommendations and approved submittals.

3.6 TRAINING

A. Provide a minimum of 4 hours on-site training for Owner's personnel to adjust, operate and maintain roller shade systems.

3.7 CLEANING AND PROTECTION

A. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

B. Protect installed products until completion of project.

C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 123623.13 - PLASTIC-LAMINATE-CLAD COUNTERTOPS

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 plastic-laminate-clad countertops.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For plastic-laminate-clad countertops.

1. Include plans, sections, details, and attachments to other work. Detail fabrication and installation, including field joints.
2. Show locations and sizes of cutouts and holes for items installed in plastic-laminate-clad countertops.

C. Samples: Plastic laminates in each type, color, pattern, and surface finish required in manufacturer's standard size.

D. Samples for Initial Selection: For plastic laminates.

E. Samples for Verification: As follows:

1. Plastic Laminates: For each type, color, pattern, and surface finish required, 8 by 10 inches (200 by 250 mm) in size.
2. Fabrication Sample: For each type and profile of countertop required, provide one sample applied to core material with specified edge material applied to one edge.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For **Installer fabricator**.

B. Product Certificates: For the following:
1. High-pressure decorative laminate.
2. Adhesives.

C. Evaluation Reports: For fire-retardant-treated materials, from ICC-ES.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: **Fabricator of products**.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver countertops only after casework and supports on which they will be installed have been completed in installation areas.

B. Store countertops in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

C. Keep surfaces of countertops covered with protective covering during handling and installation.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install countertops until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.

B. Field Measurements: Where countertops are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD COUNTERTOPS

A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of plastic-laminate-clad countertops indicated for construction, finishes, installation, and other requirements.

B. Grade: Custom.

C. High-Pressure Decorative Laminate: NEMA LD 3, Grade HGS.
1. Basis of Design: Wilsonart HPL.

D. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:

1. **HPL #1**: As selected by Architect from manufacturer's full range in the following categories:

a. Patterns, **matte** finish.

E. Edge Treatment: Same as laminate cladding on horizontal surfaces.

F. Core Material: Exterior-grade plywood or as selected by fabricator to comply with quality standard.

G. Core Material at Sinks: exterior-grade plywood.

H. Core Thickness: 3/4 inch (19 mm).

1. Build up countertop thickness to 1-1/2 inches (38 mm) at front, back, and ends with additional layers of core material laminated to top.

I. Paper Backing: Provide paper backing on underside of countertop substrate.

2.2 WOOD MATERIALS

A. Wood Products: Provide materials that comply with requirements of referenced quality standard unless otherwise indicated.
1. Formaldehyde free.

B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of countertop and quality grade specified unless otherwise indicated.

1. Softwood Plywood: DOC PS 1.

2.3 ACCESSORIES

A. Wire-Management Grommets: Circular, molded-plastic grommets and matching plastic caps with slot for wire passage.
1. Outside Diameter: 2 inches (51 mm) .
2. Color: Black.

2.4 MISCELLANEOUS MATERIALS

A. Adhesive for Bonding Plastic Laminate: As selected by fabricator to comply with requirements.

1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

2.5 FABRICATION

A. Fabricate countertops to dimensions, profiles, and details indicated. Provide front and end overhang of 1 inch (25 mm) over base cabinets. Ease edges to radius indicated for the following:

B. Complete fabrication, including assembly, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
   1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended, and check measurements of assemblies against field measurements before disassembling for shipment.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition countertops to average prevailing humidity conditions in installation areas.

B. Before installing countertops, examine shop-fabricated work for completion and complete work as required, including removal of packing.

3.2 INSTALLATION

A. Grade: Install countertops to comply with same grade as item to be installed.

B. Assemble countertops and complete fabrication at Project site to the extent that it was not completed in the shop.

   1. Provide cutouts for appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately, and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
   2. Seal edges of cutouts by saturating with varnish.

C. Field Jointing: Where possible, make in the same manner as shop jointing, using dowels, splines, adhesives, and fasteners recommended by manufacturer. Prepare edges to be joined in shop so Project-site processing of top and edge surfaces is not required. Locate field joints where shown on Shop Drawings.

   1. Secure field joints in countertops with concealed clamping devices located within 6 inches (150 mm) of front and back edges and at intervals not exceeding 24 inches (600 mm). Tighten according to manufacturer's written instructions to exert a constant, heavy-clamping pressure at joints.

D. Scribe and cut countertops to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Countertop Installation: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.

1. Install countertops level and true in line. Use concealed shims as required to maintain not more than a 1/8-inch-in-96-inches (3-mm-in-2400-mm) variation from a straight, level plane.
2. Seal joints between countertop and backsplash, if any, and joints where countertop and backsplash abut walls with mildew-resistant silicone sealant or another permanently elastic sealing compound recommended by countertop material manufacturer.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective countertops, where possible, to eliminate functional and visual defects. Where not possible to repair, replace countertops. Adjust joinery for uniform appearance.

B. Clean countertops on exposed and semiexposed surfaces.

C. Protection: Provide Kraft paper or other suitable covering over countertop surfaces, taped to underside of countertop at a minimum of 48 inches (1220 mm) o.c. Remove protection at Substantial Completion.

END OF SECTION 123623.13

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SECTION 220500 - COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Basic Mechanical Requirements specifically applicable to Division 22 Sections, in addition to the general requirements.

B. Plumbing work includes the following: furnish and install all piping and plumbing fixtures shown on the plumbing, mechanical, architectural, and civil engineering drawings and described in these specifications. In connection with this work, contractor shall also furnish and install all necessary work, devices, hardware and systems required to make said systems properly and safely operable, including, but not limited to, mounting hardware, framing, insulation, valves, flashing, cleanouts, cutting, concrete coring and cutting, patching, and fixture insulation. Obtain approved inspections for all installations from DSA.

1.2 WORK SEQUENCE

A. Install work in phases to accommodate District's construction requirements. Refer to Architectural, Structural, Civil, and Electrical Drawings for the construction details and coordinate the work of this division with that of other divisions. Order the work of this division so that progress will harmonize with that of other divisions and all work will proceed expeditiously. During the construction period, coordinate mechanical schedule and operations with General Contractor and any other related subcontractor.

B. Provide and install temporary sewer, water, and natural gas piping as required to accommodate the Owner's schedule and to maintain utility services at all times to all occupied buildings during construction project.

1.3 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the District's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

B. Coordinate related work and modify surrounding work as required.

1.4 SUBMITTALS

A. Submit the following:

B. Proposed Products List: Include Products specified in the following Sections:

1. Division 22 - Plumbing.
2. Division 23 - Mechanical.
3. Project Drawings.

C. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.

D. Equipment and materials shall be ordered only after satisfactory review by Architect and Engineer.

E. The following statement applies to all items reviewed: “Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed at the job site; fabrication processes and techniques of construction; coordination of his work with that of other trades; and the satisfactory performance of his work.”

F. Contractor shall clearly mark the submittal sheet as to which model number, size, color, etc. when there is more than one choice available.

G. Maintain a complete set of the most current reviewed submittal and shop drawings on site during construction.

H. Submittals shall have Table of Contents organized by specification section and shall clearly identify electrical characteristics, options provided, color, model number and equipment tag as indicated on the drawings.

1.5 REGULATORY REQUIREMENTS

A. Conform to 2022 California Building Code.

B. Fire Protection: Conform to 2022 California Fire Code, and California State Fire Marshall Regulations, Title 19, Public Safety.

C. Plumbing: Conform to 2022 California Plumbing Code.

D. Mechanical: Conform to 2022 California Mechanical Code.

E. Electrical: Conform to 2022 California Electrical Code.

F. Obtain approved inspections from authority having jurisdiction.

G. Conflicts: Where conflict or variation exists amongst Codes, the most stringent shall govern.

1.6 PROJECT / SITE CONDITIONS

A. Install work in locations shown on drawings, unless prevented by project conditions.

B. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other Sections. Obtain permission of Owner before proceeding.

C. Piping Locations: Piping locations shown are diagrammatic only. Contractor shall verify locations of all lateral stubs, offsets, etc. required in the field. The actual locations of lines, cleanouts and connections may vary provided that complete systems are installed in compliance with codes.

D. Construction Observation: In addition to the requirement for obtaining inspections by the local jurisdiction, Contractor shall notify Engineer at appropriate times during the construction process so that Engineer can visit site to become generally familiar with the progress and quality of Contractor's work and to determine if the work is proceeding in general accordance with the contract documents.

E. Scaling of Drawings: In no case shall working dimensions be scaled from plans, sections, or details from the working drawings. If no dimension is shown on the architectural drawings, the prime Contractor shall request in writing that the Architect or the Engineer provide clarification or the specific dimension.

F. Do not install pipes above electrical room.

1.7 QUALITY ASSURANCE

A. Qualification of Manufacturer: Products used in work shall be produced by manufacturers regularly engaged in the manufacture of similar items.

B. Qualification of Installer: Use adequate number of skilled workmen, thoroughly trained and experienced in the necessary crafts, and completely familiar with the specified requirements contained in the plans and specifications.

C. Applicable equipment and materials to be listed by Underwriters' Laboratories and manufactured in accordance with ASME, AWWA, or ANSI standards. Power-using equipment shall meet the California energy efficiency standards as defined in the current Title 24 requirements.

D. Welding procedures and testing shall comply with ANSI Standard B31.1.0 standard code for pressure piping and the American Welding Society – Welding Handbook. Welding shall also comply with Division of the State Architect and structural plan requirements for materials, procedures, qualifications, and inspections.

1.8 DRAWINGS AND SPECIFICATIONS

A. Drawings and specifications are intended to complement each other. Where a conflict exists between the requirements of the drawings and/or specifications, the contractor shall immediately and before commencing work, request clarification from Engineer.

B. The Engineer shall interpret the drawings and the specifications, and the Engineer's decision as to the true intent and meaning thereof and the quality, quantity, and the sufficiency of the materials and workmanship furnished there under shall be accepted as final and conclusive.

C. In case of conflicts not clarified prior to bidding deadline, use the most costly alternative (better quality, greater quantity, or larger size) in preparing the Bid. A clarification will be issued to the successful Bidder as soon as feasible after the Award, and if appropriate a deductive change order will be issued.

D. All provisions shall be deemed mandatory except as expressly indicated as optional by the word "may" or "option".

E. Examine and compare the contract drawings and specifications with the drawings and specifications of other trades. Report any discrepancies to the architect. Install and coordinate the work in cooperation with the other trades.

1.9 DEFINITIONS

A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.

E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

PART 2 - PRODUCTS

2.1 PRODUCTS

A. Maintain uniformity of manufacturer for equipment used in similar applications and sizes.

B. Provide products and materials that are new, clean, free from defects, damage, and corrosion.

C. Provide name/data plates on major components with manufacturer’s name, model number, serial number, date of manufacturer, capacity data, and electrical characteristics permanently attached in a conspicuous location on the equipment.

D. Protect materials stored at site and installed from damage.

E. Verify dimensions of equipment and fixtures prior to ordering.

END OF SECTION 220500

SECTION 220510 - PLUMBING PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, notes, and general provisions of the Contract, including General and Supplemental Conditions and Division 01 specification sections, apply to this section.

1.2 SUMMARY

A. Section Includes:

1. Pipe and fittings for domestic water, waste, & vent.
2. Escutcheons.
3. Cleanouts.
4. Supply tubes.

1.3 REFERENCES

A. ANSI B31.9 - Building Service Piping.

B. ASME B16.3 - Malleable Iron Threaded Fittings.

C. ASME B16.22 - Wrought Copper and Bronze Solder-Joint Pressure Fittings.

D. ASTM A47 - Ferritic Malleable Iron Castings.

E. ASTM A53 - Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.

F. ASTM A74 - Cast Iron Soil Pipe and Fittings.

G. ASTM A120 - Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized), Welded and Seamless, for Ordinary Uses.

H. ASTM B32 - Solder Metal.

I. ASTM B88 - Seamless Copper Water Tube.

J. ASTM C564 - Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

K. ASTM D1785 - Poly Vinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and 120.

L. ASTM D2241 - Poly Vinyl Chloride (PVC) Plastic Pipe (SDR-PR).

M. ASTM D2466 - Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40.

N. ASTM D2564 - Solvent Cements for Poly Vinyl Chloride (PVC) Plastic Pipe and Fittings.

O. ASTM D2855 - Making Solvent-Cemented Joints with Poly Vinyl Chloride (PVC) Pipe and Fittings.

P. ASTM D3034 - Poly Vinyl Chloride (PVC) Plastic Sewer Pipe SDR-35.

Q. CISPI 301 - Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems.

R. CISPI 310 - Joints for Hubless Cast Iron Sanitary Systems.

S. ASTM D2513 - SDR11.5 Polyethylene Gas Pipe.

T. ASTM D1784 – Low Extractable Polyvinyl Chloride for filtered water.

1.4 SUBMITTALS

A. Product Data: For the following products:

1. Piping and fittings.
2. Escutcheons.
3. Cleanouts.
4. Vandal-proof vent caps.
5. Supply tubes.

B. Project Record Documents

1. Submit the following:
2. Record actual locations of valves and piping.

C. Operation and Maintenance Data

1. Submit the following:
2. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.5 REGULATORY REQUIREMENTS

A. Perform Work in accordance with 2022 California plumbing code.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of the general requirements.

B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.

C. Provide temporary protective coating on cast iron and steel valves.

D. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

E. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

PART 2 - PRODUCTS

2.1 DOMESTIC WATER PIPING, ABOVE GROUND

A. Hard Copper Tube: ASTM B88, Type L water tube, drawn temper. US – Manufactured.

1. Wrought-copper solder-joint fittings: ASME B16.22, wrought-copper pressure fittings, with lead-free solder. US – Manufactured.
2. Bronze Flanges: ASME B16.24, class 150, with solder-joint ends.
3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.

2.2 DOMESTIC WATER PIPING, BELOW GRADE

A. Soft Copper Tube: ASTM B88, Type K water tube, annealed temper. US – Manufactured.

1. Copper solder-joint fitting: ASME B16.22, wrought-copper pressure fittings. No joints under slabs. US – Manufactured.

2.3 SANITARY WASTE AND VENT PIPING

A. Within the building and out 5 feet

1. Hubless cast-iron pipe and fittings: ASTM A888 or CISPI 301 of US manufacture.
2. Standard shielded couplings, stainless steel: CISPI 310, NSF-certified.
3. Heavy-duty couplings, stainless steel: ASTM C564, NSF - certified. Use four-band clamps at all sanitary waste piping greater than 2”.
4. All cast-iron pipe and fittings and couplings shall be manufactured in the U.S.
5. Minimum slope ¼” per foot to drain with no bellies in piping.

B. Buried past 5 feet from building

1. PVC SDR 35 with waste fittings.
2. Minimum slope ¼” per foot to drain with no bellies in piping.
3. All PVC waste piping shall be manufactured in the United States

2.4 ESCUTCHEONS

A. Escutcheons for water and waste piping penetrations.

1. Manufacturers: subject to compliance with requirements, provide products by the following: Brasscraft.
2. Description: chrome-plated cast brass with set screws.

2.5 CLEANOUTS

A. Cleanouts for waste piping.

1. Manufacturers: subject to compliance with requirements, provide products by one of the following:
   a. J.R. Smith
   b. Zurn.

2. Description: cast-iron with threaded bronze plug. 18 gage stainless cover with vandal-proof screws for wall cleanout. Polished brass non-slip cover for floor cleanout.

2.6 SUPPLY TUBES

A. Supply tubes:

1. Manufacturers: subject to compliance with requirements, provide products by the following:
   a. Brasscraft.
   b. No-Burst.

2. Description: braided stainless steel, ½" FIP x ½" compression.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION

A. Install in accordance with Manufacturer's instructions.

B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

C. Route piping in orderly manner and maintain gradient.

D. Install piping to conserve building space and not interfere with use of space.

E. Group piping whenever practical at common elevations.

F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

G. Provide clearance for installation of insulation and access to valves and fittings.

H. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors.

I. Establish elevations of buried piping outside the building to ensure not less than 30 inch of cover. Exception: Localized areas may be 18” deep to accommodate existing conditions.

J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

K. Provide support for utility meters in accordance with requirements of utility companies.

L. Prepare pipe, fittings, supports, and accessories not pre-finished, ready for finish painting.

M. Excavate in accordance with this Section for work of this Section.

N. Backfill in accordance with this Section for work of this Section.

O. Install bell and spigot pipe with bell end upstream.

P. Install valves with stems upright or horizontal, not inverted.

Q. Underground Alert: Before laying out piping and performing trenching, contractor shall determine locations of existing underground utilities. Contact "Dig Alert / Underground Service Alert of Southern California" - 1-800-422-4133. Contractor shall also contact District's representative to ascertain locations of underground piping and other conditions affecting trenching, and shall perform testing and subsurface exploration as necessary to locate utilities. Do not perform trenching until all utilities have been located and marked.

R. Trenching: material shall be excavated from trenches and piled adjacent to the trench. Material shall be piled in such a manner that will cause a minimum of inconvenience to public travel. All rock, boulders, and stones shall be removed to provide a minimum clearance of six (6) inches under and around pipes. Excavations shall be kept free of water. Trenches shall be dug to true and smooth bottom grades and in accordance with the lines indicated on drawings and as directed. Trench widths shall not exceed 30 inches or 1.5 times outside diameter of the pipe plus 18 inches whichever is greater. Minimum trench width shall be the outside diameter of pipe installed plus 12 inches. Depth of trenching for water and gas piping shall be such as to give a minimum cover of 18 inches over the top of the pipe. Deeper excavation may be required due to localized breaks in grade, or to install the new piping under existing culverts or other utilities where necessary. Trenching for sewers and drains shall be of sufficient width to permit proper jointing of the pipe and backfilling of material along the sides of the pipe. Trench width at the surface of the ground shall be kept to the minimum amount necessary to install the pipe in a safe manner. Trenches shall be excavated below the barrel of the pipe a sufficient distance to provide for bedding material where the trench bottom is in a material which is unsuitable for foundation or which will make it difficult to obtain uniform bearing for the pipe. Such material shall be removed and a stable foundation provided. This shall include the preparation of the native trench bottom and/or the top of the foundation material to a uniform grade so that the entire length of pipe rests firmly on a suitable properly compacted material (sand or gravel required). Gravel to be used for foundation purposes shall be of a type and gradation to provide a solid compact bedding in the trench.

S. Backfill: Contractor shall complete 4” sand at 95% compaction bedding and then backfill to 6 inches over the top of the pipe with sand before starting backfilling operations. Take all precautions necessary to protect the pipe from damage, movement and shifting. Compaction equipment used above the pipe zone shall be of a type that does not injure the pipe. Where original excavated material is unsuitable for trench backfill, backfill gravel shall be placed. Unsuitable material shall be removed to a disposal area. Wherever a trench is excavated in a paved roadway, sidewalk or other area where minor settlements would be detrimental and where native excavated material is not suitable for compaction as backfill, trench shall be backfilled with backfill gravel. Warning tape markers and tracer wires shall be installed during backfill operations. When working in an existing traveled roadway, restoration and compaction shall be achieved as the trench is backfilled so as to maintain traffic. Provide temporary, traffic-bearing steel plates over excavations in public rights-of-way, if backfilling and re-paving cannot be accomplished before end of work period. Trench backfill under roadway shall be mechanically compacted to 95 percent of maximum density except for trenches over 8 feet in depth. In any trench in which 95 percent density cannot be achieved with existing backfill, the top 4 feet shall be replaced with backfill gravel mechanically compacted to 95%. The method of compaction shall be at contractor's option, unless excavation permit requires a specific type. Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density. Compaction by water jetting will not be permitted. Where backfill is required to be certified, compliance shall be performed in accordance with the requirements of the governing authority. Allow testing service to inspect and approve each subgrade and fill layer before further fill, backfill or construction work is performed.

T. Seal all penetrations through exterior walls and fire rated walls with 3M Firestopping materials for fire rating capacity per the architectural plans and UBC requirements.

3.4 APPLICATION

A. Install unions downstream of valves and at equipment or apparatus connections.

B. Install brass male adapters each side of valves in copper piped system. Sweat solder adapters to pipe.

C. Install gate valves for shut-off and to isolate equipment, part of systems, or vertical risers.

3.5 ERECTION TOLERANCES

A. Establish invert elevations, slopes for drainage to 1/4 inch per foot minimum. Maintain gradients.

B. Slope water piping and arrange to drain at low points.

END OF SECTION 220510

SECTION 220523 - GENERAL-DUTY VALVES FOR PLUMBING PIPING

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. Angle stops.

B. Related Sections:

1. Division 22 plumbing piping Sections for specialty valves applicable to those Sections only.
2. Division 22 Section "Identification for Plumbing Piping and Equipment" for valve tags and schedules.

1.3 DEFINITIONS

A. CWP: Cold working pressure.

B. EPDM: Ethylene propylene copolymer rubber.

C. NBR: Acrylonitrile-butadiene, Buna-N, or nitrile rubber.

D. NRS: Nonrising stem.

E. OS&Y: Outside screw and yoke.

F. RS: Rising stem.

G. SWP: Steam working pressure.

1.4.1 SUBMITTALS

A. Product Data: For each type of valve indicated.

1.5 QUALITY ASSURANCE

A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.

B. ASME Compliance:

1. ASME B16.10 and ASME B16.34 for ferrous valve dimensions and design criteria.
2. ASME B31.1 for power piping valves.
3. ASME B31.9 for building services piping valves.

C. NSF Compliance: NSF 61 for valve materials for potable-water service.

D. Lead-free construction per California requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Prepare valves for shipping as follows:

1. Protect internal parts against rust and corrosion.
2. Protect threads, flange faces, grooves, and weld ends.
3. Set angle, gate, and globe valves closed to prevent rattling.
4. Set ball and plug valves open to minimize exposure of functional surfaces.
5. Set butterfly valves closed or slightly open.
6. Block check valves in either closed or open position.

B. Use the following precautions during storage:

1. Maintain valve end protection.
2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

C. Use sling to handle large valves; rig sling to avoid damage to exposed parts. Do not use handwheels or stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR VALVES

A. Refer to valve schedule articles for applications of valves.

B. Valve Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

C. Valve Sizes: Same as upstream piping unless otherwise indicated.

D. Valves in Insulated Piping: With 2-inch (50-mm) stem extensions and the following features:

1. Ball Valves: With extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.

E. Valve-End Connections:

1. Flanged: With flanges according to ASME B16.1 for iron valves.
2. Grooved: With grooves according to AWWA C606.
3. Solder Joint: With sockets according to ASME B16.18.
4. Threaded: With threads according to ASME B1.20.1.

2.2 ANGLE STOPS

A. Brass angle stops, heavy pattern.

1. Subject to compliance with requirements, provide products by the following:

a. Brasscraft.
b. Chicago Faucet.

2. Description: Lead-Free, heavy pattern, angle, ½" FIP inlet x ½" compression, loose key.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.

B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.

C. Examine threads on valve and mating pipe for form and cleanliness.

D. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Verify that gasket is of proper size, that its material composition is suitable for service, and that it is free from defects and damage.

E. Do not attempt to repair defective valves; replace with new valves.

3.2 VALVE INSTALLATION

A. Install valves with unions or flanges at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.

B. Locate valves for easy access and provide separate support where necessary.

C. Install valves in horizontal piping with stem at or above center of pipe.

D. Install valves in position to allow full stem movement.

3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service but before final adjusting and balancing. Replace valves if persistent leaking occurs.

3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valve applications are not indicated, use the following:

1. Domestic Water Shutoff Service: Ball valves.
2. Throttling Service: Globe valves.

B. If valves with specified SWP classes or CWP ratings are not available, the same types of valves with higher SWP classes or CWP ratings may be substituted.

C. Select valves, except wafer types, with the following end connections:

1. For Copper Tubing, 2"and Smaller: Soldered ends.
2. For Copper Tubing, 2-1/2" to NPS 4". Flanged ends except where threaded valve-end option is indicated in valve schedules below.
3. For Steel Piping, 2-1/2" and Smaller: Threaded ends.

4. For Steel Piping, 2-1/2" TO 4". Flanged ends except where threaded valve-end option is indicated in valve schedules below.
5. For Steel Piping, NPS 5 and Larger: Flanged ends.

END OF SECTION 220523

SECTION 220529 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

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. This Section includes the following hangers and supports for plumbing system piping and equipment:

1. Steel pipe hangers and supports.
2. Metal framing systems.
3. Thermal-hanger shield inserts.
4. Fastener systems.
5. Pipe stands.
6. Equipment supports.

1.3 DEFINITIONS

A. MSS: Manufacturers Standardization Society for The Valve and Fittings Industry Inc.

B. Terminology: As defined in MSS SP-90, "Guidelines on Terminology for Pipe Hangers and Supports."

1.4 PERFORMANCE REQUIREMENTS

A. Equipment supports shall be capable of supporting combined operating weight of supported equipment and connected systems and components.

B. Design seismic-restraint hangers and supports for piping and equipment per 2008 SMACNA Seismic Restraint Manual Guidelines for Mechanical Systems. Hazard level is “A.”

C. All exterior steel support components shall be hot-dipped galvanized. All welds shall be ground smooth and painted with three coats of zinc-rich paint.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Steel pipe hangers and supports.
2. Thermal-hanger shield inserts.
3. Mechanical fastener systems.
4. Pipe positioning systems.
5. Trapeze pipe hangers. Include Product Data for components.
6. Metal framing systems. Include Product Data for components.
7. Pipe stands. Include Product Data for components.
8. Equipment supports.

B. Welding certificates.

1.6 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel." Welding: Qualify procedures and personnel according to the following:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.2, "Structural Welding Code--Aluminum."
3. AWS D1.4, "Structural Welding Code--Reinforcing Steel."
4. ASME Boiler and Pressure Vessel Code: Section IX.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 STEEL PIPE HANGERS AND SUPPORTS

A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.

B. Manufacturers:

1. B-Line Systems, Inc.; a division of Cooper Industries.
2. ERICO/Michigan Hanger Co.
3. Unistrut
4. Superstrut

C. Galvanized, Metallic Coatings: Hot dipped.

D. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.4 METAL FRAMING SYSTEMS

A. Description: MFMA-3, shop- or field-fabricated pipe-support assembly made of steel channels and other components.

B. Manufacturers:

1. B-Line Systems, Inc.; a division of Cooper Industries.
2. ERICO/Michigan Hanger Co.; ERISTRUT Div.
3. Power-Strut Div.; Tyco International, Ltd.
4. Unistrut Corp.; Tyco International, Ltd.

C. Coatings: Manufacturer's standard finish unless bare metal surfaces are indicated. Exterior components shall be hot-dipped galvanized.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

2.5 THERMAL-HANGER SHIELD INSERTS

A. Description: 100-psig- minimum, compressive-strength insulation insert encased in sheet metal shield.

B. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

C. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

D. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

E. Provide submittal.

2.6 FASTENER SYSTEMS

A. Mechanical-Expansion Anchors: Insert-wedge-type zinc-coated (interior use) Type 304 stainless steel (exterior use), for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Anchor must have ICC report. Provide report with submittal and one copy to the inspector. See State Architect Requirements for testing.

1. Manufacturers:

a. Hilti, Inc.
b. ITW Ramset/Red Head.
c. Or equal.

C. Pre- placed concrete inserts

1. Manufacturers:

a. B-Line Systems, Inc.; a division of Cooper Industries.
b. or equal.

2.7 PIPE STAND FABRICATION

A. Pipe Stands, General: Shop or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping. See plans for details.

B. All exterior steel supports shall be hot dipped galvanized.

C. No piping supports shall be mounted directly on roof membrane.

2.8 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.9 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized. All exterior steel supports shall be hot dipped galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT APPLICATIONS

A. Specific hanger and support requirements are specified in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized, metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use padded hangers for piping that is subject to scratching.

F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30 .
2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 deg F pipes, NPS 4 to NPS 16, requiring up to 4 inches of insulation.
3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24, requiring clamp flexibility and up to 4 inches of insulation.
4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24, if little or no insulation is required.
5. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
6. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8.
7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 8.
9. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated stationary pipes, NPS 1/2 to NPS 2.

10. Split Pipe-Ring with or without Turnbuckle-Adjustment Hangers (MSS Type 11): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 8.
11. Extension Hinged or 2-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated stationary pipes, NPS 3/8 to NPS 3.
12. U-Bolts (MSS Type 24): For support of heavy pipes, NPS 1/2 to NPS 30.
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36, with steel pipe base stanchion support and cast-iron floor flange and with U-bolt to retain pipe.
16. Adjustable, Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36, if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
17. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30, from 2 rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20, from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42, if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24, if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30, if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.

H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

I. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.

2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
6. C-Clamps (MSS Type 23): For structural shapes.
7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:

    a. Light (MSS Type 31): 750 lb.
    b. Medium (MSS Type 32): 1500 lb.
    c. Heavy (MSS Type 33): 3000 lb.

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

J. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

K. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.

L. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.

M. Use mechanical-expansion anchors or inserts instead of building attachments where required in concrete construction.

N. Use pipe positioning systems in pipe spaces behind plumbing fixtures to support supply and waste piping for plumbing fixtures.

3.2 HANGER AND SUPPORT INSTALLATION

A. Steel Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.

B. Trapeze Pipe Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.

C. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.

D. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

E. Fastener System Installation:

1. Install concrete inserts prior to concrete placement per manufacturer’s listing.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

F. Pipe Stand Installation:

G. Pipe Stand Types except Curb-Mounting Type: Assemble components and mount on smooth roof surface.

H. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.

I. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

J. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

K. Install lateral bracing with pipe hangers and supports to prevent swaying.

L. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

M. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

N. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.9 (for building services piping) are not exceeded.

O. Insulated Piping: Comply with the following:

1. Attach clamps and spacers to piping.

   a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
   b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
   c. Do not exceed pipe stress limits according to ASME B31.9 for building services piping.

2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.

   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.

3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.

   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.

4. Shield Dimensions for Pipe: Not less than the following:

   a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
   b. NPS 4: 12 inches long and 0.06 inch thick.
   c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.

5. Pipes NPS 8 and Larger: Include wood inserts.
6. Insert Material: Length at least as long as protective shield.
7. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.3 EQUIPMENT SUPPORTS

A. Provide 20 gauge sheet metal backing as needed to support equipment and fixture.

3.4 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.

4. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

3.5 ADJUSTING & PERSONNEL PROTECTION

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1/2 inches below nut.

C. Provide personnel protection at mechanical rooms, equipment areas and any equipment maintenance area from strut and threaded rods ends. Install soft protective materials to prevent skin and skull injuries. Install protection as soon as practicable after installation.

3.6 PAINTING

A. Touch Up: Clean and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 220529

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SECTION 220700 - PLUMBING INSULATION

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. Insulation Materials:
   a. Glass fiber.

B. Related Sections include the following:

1. Section 220510 - Plumbing Piping.

1.3 SUBMITTALS

A. Submit the following:

B. Product Data: Provide product description, list of materials and thickness for each service, and locations.

C. Manufacturer's Installation Instructions: Indicate procedures, which ensure acceptable workmanship and installation standards will be achieved.

1.4 REFERENCES

A. ASTM C177 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.

B. ASTM C195 - Mineral Fiber Thermal Insulation Cement.

C. ASTM C335 - Steady-State Heat Transfer Properties of Horizontal Pipe Insulation.

D. ASTM C449 - Mineral Fiber Hydraulic-setting Thermal Insulating and Finishing Cement.

E. ASTM C518 - Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.

F. ASTM C547 - Mineral Fiber Preformed Pipe Insulation.

G. ASTM C552-88 - Cellular Glass Block and Pipe Thermal Insulation.

H. ASTM C585 - Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System).

I. ASTM C921 - Properties of Jacketing Materials for Thermal Insulation.

J. ASTM C1136 - Flexible Low Permeance Vapor Retarders for thermal Insulation: Types I & II.

K. ASTM E96 - Water Vapor Transmission of Materials.

L. NFPA 255 - Surface Burning Characteristics of Building Materials.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of the general conditions.

B. Deliver materials to site in original factory packaging, labeled with Manufacturer's identification, including product density and thickness.

C. Store insulation in original wrapping and protect from weather and construction traffic.

D. Protect insulation against dirt, water, chemical, and mechanical damage.

1.6 COORDINATION

A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."

B. Coordinate clearance requirements with piping Installer for piping insulation application and equipment Installer for equipment insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over piping; kraft paper vapor barrier with PVC fitting covers.

B. Piping, Exposed at Lavatories and Accessible Sinks:

1. Truebro Lav Guard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.

1. Verify that systems and equipment to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install materials in accordance with Manufacturer's instructions.

B. On exposed piping, locate insulation and cover seams in least visible locations.

C. For insulated pipes conveying fluids above ambient temperature:

1. Provide standard jackets, with or without vapor barrier, factory applied or field applied.
2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe.
3. Finish with glass cloth and adhesive.
4. PVC fitting covers may be used.
5. For hot piping conveying fluids 140 degrees F (60 degrees C) or less, do not insulate flanges and unions at equipment, but bevel and seal ends of insulation.

D. Finish insulation at supports, protrusions, and interruptions.

3.4 TOLERANCE

A. Substituted insulation materials shall provide thermal resistance within 10 percent at normal conditions, as materials indicated.

END OF SECTION 220700

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SECTION 224000 - PLUMBING FIXTURES AND EQUIPMENT

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. This Section includes the following plumbing fixtures, equipment, and related components:

1. Sinks.
2. Sink Faucet

1.3 DEFINITIONS

A. ABS: Acrylonitrile-butadiene-styrene plastic.

B. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.

C. Cast Polymer: Cast-filled-polymer-plastic material. This material includes cultured-marble and solid-surface materials.

D. Cultured Marble: Cast-filled-polymer-plastic material with surface coating.

E. Fitting: Device that controls the flow of water into or out of the plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.

F. FRP: Fiberglass-reinforced plastic.

G. PMMA: Polymethyl methacrylate (acrylic) plastic.

H. PVC: Polyvinyl chloride plastic.

I. Solid Surface: Nonporous, homogeneous, cast-polymer-plastic material with heat-, impact-, scratch-, and stain-resistance qualities.

1.4 SUBMITTALS

A. Product Data: For each type of plumbing fixture indicated. Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.

B. Operation and Maintenance Data: For plumbing fixtures to include in emergency, operation, and maintenance manuals.

C. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. Accessible Plumbing Fixture Regulatory Requirements: Accessible plumbing fixtures shall comply with all of the requirements of the 2022 CBC, Chapter 11A Fixture controls shall comply with the 2022 CBC, Chapter 11A.

B. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.

1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.

C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in 2022 CEC, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

D. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.

E. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

F. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.

G. Comply with the following applicable standards and other requirements specified for plumbing fixtures:

1. Enameled, Cast-Iron Fixtures: ASME A112.19.1M.
2. Plastic Laundry Trays: ANSI Z124.6.
3. Stainless-Steel Commercial, Handwash Sinks: NSF 2 construction.
4. Vitreous-China Fixtures: ASME A112.19.2M.

H. Comply with the following applicable standards and other requirements specified for lavatory and sink faucets:

1. Backflow Protection Devices for Faucets with Side Spray: ASME A112.18.3M.
2. Backflow Protection Devices for Faucets with Hose-Thread Outlet: ASME A112.18.3M.
3. Diverter Valves for Faucets with Hose Spray: ASSE 1025.
4. Faucets: ASME A112.18.1.
5. Hose-Connection Vacuum Breakers: ASSE 1011.
6. Hose-Coupling Threads: ASME B1.20.7.
7. Integral, Atmospheric Vacuum Breakers: ASSE 1001.
8. NSF Potable-Water Materials: NSF 61.
9. Pipe Threads: ASME B1.20.1.
10. Sensor-Actuated Faucets and Electrical Devices: UL 1951.
11. Supply Fittings: ASME A112.18.1.
12. Brass Waste Fittings: ASME A112.18.2.

I. Comply with the following applicable standards and other requirements specified for miscellaneous fittings:

1. Atmospheric Vacuum Breakers: ASSE 1001.
2. Brass and Copper Supplies: ASME A112.18.1.
3. Dishwasher Air-Gap Fittings: ASSE 1021.
4. Manual-Operation Flushometers: ASSE 1037.
5. Plastic Tubular Fittings: ASTM F 409.
6. Brass Waste Fittings: ASME A112.18.2.
7. Sensor-Operation Flushometers: ASSE 1037 and UL 1951.

J. Comply with the following applicable standards and other requirements specified for miscellaneous components:

1. Disposers: ASSE 1008 and UL 430.
2. Dishwasher Air-Gap Fittings: ASSE 1021.
3. Flexible Water Connectors: ASME A112.18.6.
4. Floor Drains: ASME A112.6.3.
5. Hose-Coupling Threads: ASME B1.20.7.
6. Hot-Water Dispensers: ASSE 1023 and UL 499.
7. Off-Floor Fixture Supports: ASME A112.6.1M.
8. Pipe Threads: ASME B1.20.1.
9. Supply and Drain Protective Shielding Guards: ICC A117.1.

1.6 WARRANTY

A. Special Warranties: Manufacturer's standard form in which manufacturer agrees to repair or replace components of whirlpools that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures of unit shell.
   b. Faulty operation of controls, blowers, pumps, heaters, and timers.
   c. Deterioration of metals, metal finishes, and other materials beyond normal use.

2. Warranty Period for Commercial Applications: One year from date of Substantial Completion.

1.7 EXTRA MATERIALS

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

1. Faucet Washers and O-Rings: Equal to 10 percent of amount of each type and size installed.
2. Faucet Cartridges and O-Rings: Equal to 5 percent of amount of each type and size installed.
3. Provide hinged-top wood or metal box, or individual metal boxes, with separate compartments for each type and size of extra materials listed above.
4. Flushometers kits – Rebuild 30 days after start-up.

PART 2 - PRODUCTS

2.1 SINKS

A. Sinks:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Just Manufacturing Company.
   b. Signature Hardware.

2. Description: Counter-mounting or free-standing, stainless-steel sink.
   a. With strainers, tailpieces, traps and insulation.

2.2 SINK FAUCET

A. Sink Faucet:

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
   a. Chicago Faucet

2. Description: Deck-mounted manual faucet, single-hole, single-supply, chrome plated.
   a. Vandal proof 2-3/8” lever handle.
   b. Rigid gooseneck spout with 1.5 GPM vandal proof pressure compensating softflo aerator.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before plumbing fixture installation.

B. Examine cabinets, counters, floors, and walls for suitable conditions where fixtures will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Assemble plumbing fixtures, trim, fittings, and other components according to manufacturers' written instructions.

B. Install counter-mounting fixtures in and attached to casework.

C. Install fixtures level and plumb according to roughing-in drawings.

D. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.

1. Exception: Use ball, gate, or globe valves if supply stops are not specified with fixture. Valves are specified in Division 22 Section "General-Duty Valves for Plumbing Piping."

E. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.

F. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

G. Install water-supply flow-control fittings with specified flow rates in fixture supplies at stop valves.

H. Install faucet flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

I. Install traps on fixture outlets.

1. Exception: Omit trap on fixtures with integral traps.

J. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Escutcheons are specified in Division 22 Section "Common Work Results for Plumbing."

K. Seal joints between fixtures and walls, floors, and countertops using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Sealants are specified in Division 07 Section "Joint Sealants."

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

3.4 FIELD QUALITY CONTROL

A. Verify that installed plumbing fixtures are categories and types specified for locations where installed.

B. Check that plumbing fixtures are complete with trim, faucets, fittings, and other specified components.

C. Inspect installed plumbing fixtures for damage. Replace damaged fixtures and components.

D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.

B. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:

1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.
2. Remove sediment and debris from drains.

B. After completing installation of exposed, factory-finished fixtures, faucets, and fittings, inspect exposed finishes and repair damaged finishes.

3.7 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of plumbing fixtures for temporary facilities unless approved in writing by Owner.

3.8 FIXTURE HEIGHTS AND LOCATIONS

A. Install fixtures to locations and heights above finished floor as indicated on architectural drawings.

B. Accessible plumbing fixtures shall comply with all of the requirements of the 2022 CBC, Chapter 11A.

C. Heights and location of all fixtures shall be according to the 2022 CBC, Chapter 11A.

D. Fixture controls shall comply with the 2022 CBC, Chapter 11Apt .

E. Sinks shall not exceed 6-1/2” in depth, per the 2022, CBC Chapter 11A.

END OF SECTION 224000

SECTION 260000

ELECTRICAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

Work in general includes, but is not limited to, the following:

A. Grounding classrooms remodel.

B. Grounding of equipment.

C. Complete lighting and power system as shown on Drawings and specified herein, including conduit, wiring, lighting, circuit breakers, relays, switches, receptacles, and other items necessary for complete and operable systems.

D. Removal of surface raceways.

E. New concealed conduit and boxes.

F. New receptacles and data outlets.

G. Reinstall and reconnect existing fire alarm devices.

1.03 SITE VISITS, COORDINATION OF CONTRACT DOCUMENTS, VERIFICATION OF DIMENSIONS

A. Examine existing conditions as applicable. Become acquainted with Specifications and Drawings for all portions of the Project. Notify Project Manager of apparent discrepancies and of inconsistency between the Specifications and the existing conditions. Secure and follow Project Manager's instructions. The Drawings serve as working drawings only, indicating diagrammatically the general layout of the systems and their various components and equipment.

B. Scaled and figured dimensions are approximate and are given for estimate purposes only. Carefully check and verify dimensions and sizes in order to determine if equipment and materials will fit together and if the dimensions of the assembly are compatible with the space provided. Where equipment is furnished by others, verify that dimensions and requirements for assembly are compatible with the space provided before proceeding with the roughing-in connections. Field verifications of locations shown on Drawings are

necessary since actual locations, distances, mounting heights, etc., may be affected by field conditions. The right is reserved to make reasonable changes in locations of equipment or other features shown on Drawings prior to rough-in without additional cost to the Owner.

C. Where apparatus and equipment have been indicated on the Drawings, dimensions have been taken from typical equipment of the class indicated. Carefully check the Drawings to see that the contemplated equipment will fit into the spaces provided, regardless of whether or not it may have been approved for quality and utility as an equal.

D. Rough in all equipment, fixtures, etc., as designated on the Drawings and as specified herein. The Drawings indicate only the approximate location of rough-ins. The exact rough-in locations must be determined from large-scale certified Drawings. The Contractor shall obtain all certified rough-in information before progressing with any Work for rough-in connections.

E. Be responsible for providing outlets and services of proper size at the required locations.

F. Coordinate requirements of equipment furnished by others, prior to ordering and installation.

G. No allowance will be made for extra expense due to failure or neglect to follow foregoing directives.

1.04 RULES AND REGULATIONS

A. Materials and installation shall be in accordance with current rules and requirements of California Code of Regulations and local codes and ordinances including, but not necessarily limited to, the current editions of the following:
   1. The California Electrical Code (CEC).
   2. Title 8, Chapter 4, California Code of Regulations (Low Voltage Electrical Safety Orders).
   3. California State Fire Marshal.
   4. California Statewide Qualified Product List (QPL), Title 20.
   5. Design Lights Consortium (DLC).
   6. NEMA (National Electrical Manufacturers Assoc.).
   7. IEEE (Institute of Electrical and Electronic Engineers).
   8. California Green Building Code.
   9. ANSI (American National Standards Institute).
   10. ASTM (American Society for Testing and Materials).
   11. UL (Underwriters Laboratories).
   12. OSHA (Occupational Safety & Health Act) Federal.
   13. Title 24, California Code of Regulations, California Building Code.
   14. NFPA (National Fire Protection Association).
   15. NESC (National Electrical Safety Code).

B. Where these Specifications call for a higher standard than the above-mentioned rules, the Specifications shall govern.

C. Should there be any direct conflict between the above-mentioned rules and these Specifications, the rules shall govern.

D. Nothing in the Drawings or Specifications is to be construed to permit Work not conforming to the rules, codes, and regulations.

E. All materials utilized shall be new and the best of their respective grades or kinds.

1.05 DEFINITIONS

A. Article 100 of the California Electrical Code shall serve as a guide for definitions.

B. Industry standard definitions.

C. Specific Definitions:
1. Concealed: Hidden from sight, as in trenches, chases, hollow construction, above furred spaces, suspended ceilings (acoustical or plastic type), or exposed to view only in tunnels, attics, shafts, crawl spaces, unfinished spaces, or other areas solely for maintenance and repair.
2. Exposed: Not concealed.
3. Unfinished Space: A room or space that is ordinarily accessible only to building maintenance personnel, a room noted on the "Finish Schedule" with exposed and unpainted construction for walls, floor or ceilings, or specifically mentioned as "unfinished".
4. Finished Spaces: Any space ordinarily visible to the visiting public, including exterior areas.

1.06 RECOGNIZED TEST LAB

A. All equipment specified or installed under this project shall be listed by a recognized test lab and bear that label of approval.

1.07 PERMITS AND FEES

A. Procure licenses and permits necessary for the completion of the Work, and inspection and other applicable fees. Before final payment, deliver to the Owner certificates and permits, approved and signed by the authorities having jurisdiction.

1.08 RECORD DRAWINGS

A. Include under this Work complete and accurate record information both during construction and before final acceptance by the Owner, and costs associated therewith shall be included under this Work.

B. Obtain from the Project Manager, at cost, a complete, full size set of prints. On these prints, systematically and accurately keep an up-to-date and legible dimensional record of Work installed differently from the location or manner indicated by the Drawings, as well as exact

locations of stub-outs and hidden or underground features. Have these Drawings readily available for reference and review. When job status permits, submit them to the Project Manager and amend or correct and re-submit if requested.

C. When the above information is complete and acceptable, deliver Record Drawings to the Project Manager.

1.09 SUBMITTALS - SUBSTITUTIONS

A. Bids shall be based on Drawings and Specifications and references exactly as shown except as substitutions are permitted under terms of the Instructions to Bidders. Acceptance by the Project Manager of a variation or alternate shall not of itself waive other requirements of the Drawings and Specifications.

B. Before a substitute is used, it shall be equal in quality and utility to the material or make of equipment specified, and furthermore, shall be suitable for the particular application. The decision of the Project Manager as to the quality and utility of the substitute offered shall be final.

C. When submitting a substitute to a specified item, provide complete data for both the specified item and the substitute. Complete data includes:
1. Catalog cuts with complete dimensions, characteristics, electrical properties, Underwriter's Laboratory listing, harmonics, light output, mounting and support requirements.
2. Calculations, photometrics, system load data, energy effect on system, etc.
If the substitute is not deemed equal in both utility and quality to the specified item, the specified item will be approved and it shall be provided by the Contractor.

D. Submit in one package complete systematized lists of equipment and Drawings, catalog cuts, brochures, capacity tables and curves, descriptive information, performance data and guarantees and warranties referenced either to applicable Specification paragraphs or to item numbers as shown on the Drawings, or both. Submit six (6) copies.

E. Do not order or install equipment until submittals have been reviewed and approved.

F. Where accepted materials or equipment other than is specified or shown on the Drawings require redesign of structural, architectural, electrical or mechanical features or layouts, such changes shall be made by, or at the expense of the Contractor - all subject to complete review by the Project Manager.

G. Because of the contingencies involved, review and general acceptance of proposed substitutes shall not relieve the Contractor's responsibility under this Work for ensuring in all respects the suitability of such materials and equipment for the particular Project requirements.

1.10 SHOP DRAWINGS

A. Prepare shop Drawings of items as required by the Project Manager or by Drawings and Specifications; submit six (6) copies of each to the Project Manager as part of the submittal package, sufficiently in advance of construction, if necessary.

B. The shop drawings shall be submitted sufficiently in advance of construction to allow time for review and for resubmission, if necessary.

C. Submit all shop drawings and data at one time for equipment provided under this Section. The complete electrical shop drawings shall be bound in one pamphlet or binder indexed to this Section.

D. Shop drawing submittals processed are not change orders. The purpose of shop drawing submittals by the Contractor is to demonstrate that the Contractor understands the design concept; he 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. If deviations, discrepancies or conflicts between shop Drawings and Specifications are discovered, either prior to or after shop drawing submittals are processed, the design Drawings and Specifications shall control and shall be followed.

E. Manufacturers' data and dimension sheets shall be submitted giving all pertinent physical and engineering data including weights, cross-sections and maintenance instructions. Standard items of equipment such as receptacles, switches, plates, etc., which are cataloged items, shall be listed by manufacturer.

F. Index all submittals and reference to these Specifications.

1.11 COMPLETION DATA

A. Submit completion data to the Project Manager in acceptable quantity and form before requesting a final inspection. Such submittal shall be corrected, amended, or completed before final acceptance of the Work.

B. Include Record Drawings, maintenance manuals, and data; test results; control and wiring diagrams.

1.12 CUTTING, PATCHING, AND REPAIRING

A. Cutting, patching, and framing of wood members to accommodate this Work shall be done by the Contractor and shall be in conformance with Sections 613 and 617 (F) and (K), Title 24, California Code of Regulations. All such cutting, patching and framing shall be approved by the Project Manager.

B. Do minor miscellaneous cutting, drilling, and patching necessary and normally required at the time of actually installing this Work. Patching shall be of the same materials, workmanship, and finish as the original or surrounding Work to the complete satisfaction of the Project Manager. Comply with Division-1 CUTTING AND PATCHING Section.

C. Adequately inform other trades of openings and framing requirements for this Work and provide suitable instructions for establishing locations and sizes of openings or sleeves so that these may be provided in the proper location at the proper time. Concrete shall not be cut, except where approved by the Project Manager.

1.13 SIMILARITY OF MATERIALS

A. Unless specified otherwise, fixtures, fittings, hangers, and respective type features and equipment, of a similar type or having similar operative or functional features, shall be of the same manufacturer throughout the Project.

1.14 MANUFACTURERS' DIRECTIONS

A. Follow manufacturers' directions and recommendations in all cases where the manufacturers' equipment or articles are used for this Work. Compliance with the manufacturer's direction is a requirement for that product's listing with a recognized test lab.

1.15 VERIFICATION OF DIMENSIONS

A. Scaled and figured dimensions are approximate only. Before proceeding with Work, carefully check and verify dimensions, etc., on architectural Drawings, and be responsible for properly fitting equipment and materials together and to the structure in spaces provided.

B. Drawings are essentially diagrammatic, and many offsets, bends, pull boxes, special fittings, and exact locations are not indicated. Carefully study Drawings and premises in order to determine best methods, exact locations, routes, building obstructions, etc., and install apparatus and equipment in available locations. Install apparatus and equipment in manner and locations to avoid obstructions, preserve headroom, and keep openings and passageways clear.

1.16 IDENTIFICATION OF EQUIPMENT

A. All electrical equipment shall be labeled, tagged, stamped, or otherwise identified in accordance with the following schedule:
   1. Branch Circuit Panelboards:
      a. Panel identification shall be P-Touch ¾” label.
      b. Circuit directory shall be a two-column, 8-1/2 x 11” sheet attached to the inside of the door. Each odd numbered circuit shall be in sequence in the left column and the even numbered circuit in the right column (e.g., 1, 3, 5..., 2, 4, 6...). Each circuit shall be identified as to the use and room name(s) or area(s). Confirm room names and/or room numbers with the Project Manager prior to project completion. Circuit breaker identification shall be by permanently installed metal numbers or plastic numbers under acrylic plastic. "Paste-on" numbers will not be accepted. Refer to "Panelboards" section for additional requirements.
   2. Distribution Panelboards: Identification shall be with 1" x 4" laminated, white on black, micarta nameplates on each major component, each with name and/or number of unit and other pertinent data as required. Emergency power distribution panels shall

be identified with white on red micarta nameplates. Letters shall be no less than 3/8" high.

3. Circuit breakers shall be identified by number and name with 3/4" x 1-1/2" laminated micarta nameplates with 3/16" high letters mounted adjacent to circuit breaker or switch.
4. Miscellaneous equipment (electrical), such as individually mounted safety switches, starters, step-down transformers, pull boxes, junction boxes, etc., shall be identified by the use of such equipment with P-Touch labels as required.
5. In general, the installed nameplates, as herein called for shall also clearly indicate its use, area served, circuit identification, voltage and any other useful data.
6. All auxiliary systems, including communications, shall be labeled to indicate function.
7. Motor control and motor control centers shall be labeled with the identification given on drawing schedules.

1.17 CLOSING IN OF UNREVIEWED WORK

A. Do not allow or cause any of this Work to be covered up or enclosed until it has been reviewed by the Project Manager. Should any of this Work be enclosed or covered up before such review, uncover the Work and make repairs with such materials as may be necessary to restore the Work and that of the other trades to its original and proper condition at no additional cost to the Owner.

1.18 SAFETY PRECAUTIONS

A. It is intended that within the scope of this Work during construction and until final acceptance, strict attention be given to matters pertaining to public safety and to safety of the construction workers and complementing personnel; and to other health and building safety requirements as specified and indicated including, but not limited to: Protection of openings in fire-rated construction; clearances from and/or protection of combustibles; proper securement for fixtures, equipment materials; method of performing the Work, operational and safety check of electrical devices, etc.; erection and maintenance of suitable barriers, protective devices, lights and warning signs and adequate provisions for storage and protection of Work, materials and equipment.

B. It is understood that the responsibility for the proper attention to the above stipulations is included under this Work.

1.19 PROTECTION OF EXISTING LINES

A. Exercise special care to avoid damaging and to maintain in operation, all existing utility runs during the construction period. Also avoid damaging existing piping, conduits, or equipment that is to remain, whether or not specifically indicated on the Drawings. Existing utilities, piping, conduits, and equipment may or may not be shown on the Drawings. The Drawings only reflect information intended to suggest the probable extent and possible location of indicated runs and equipment. There may be other runs. There may be other locations. Neither the Owner nor the Project Manager represents that either has any precise knowledge

as to either the full extent or exact location of equipment and runs that may fall within the building or Project Site.

B. Locate all known existing installations before proceeding with construction operations which may cause damage to such installations. The existing installations shall be kept in service where possible and damage to them shall be repaired at no increases in Contract Sum.

C. If other structures or utilities are encountered, request Project Manager to provide direction on how to proceed with the Work.

1.20 MOUNTING

A. Provide materials and accessories necessary to properly mount and secure equipment furnished and/or installed under the electrical Work. This includes but is not limited to such items as conduit, outlets, junction boxes, switches, relays, disconnect switches, lighting fixtures, cabinets, and transformers.

B. Inserts and Anchors shall be:
1. Furnished and installed for support of Work under this Division.
2. Adjustable concrete hanger inserts installed in new concrete work as manufactured by Hilti or as approved.
3. Installed in locations as approved by Project Manager.
4. Expandable lead type anchors installed in existing concrete with minimum surface damage, as manufactured by Hilti.
5. Toggle bolts, or "molly anchors", where installed in concrete block walls.
6. Complete with 3/16" or heavier steel backup plate where used to support heavy items. Through-bolts or backup plate shall be concealed from view, except as otherwise indicated.

C. Mounting of equipment that is of such size as to be freestanding and that equipment which cannot conveniently be located on walls, such as motor starters, etc., shall be rigidly supported on a framework of galvanized steel angle, Unistrut or as approved.

D. Furnish and install sleeves for the installation of Work under all sections of this Division. Sleeves through floors, roof and walls shall be as described in conduit section.

1.21 MOUNTING HEIGHTS

A. Receptacles shall be mounted no lower than 15” to the bottom of the device.

B. Switches and lighting control stations shall be mounted no higher than 48” to the top of the device.

C. Overcurrent devices and circuit breakers or disconnect switches shall be mounted no higher than 6 feet-7 inches.

D. Refer to the Drawings for specific mounting heights.

1.22 ACCESSIBILITY

A. Install all control devices or other specialties requiring reading, adjustment, inspection, repairs, removal or replacement conveniently and accessibly throughout the project.

B. All required access doors or panels in walls and ceilings are to be furnished and installed as part of the Work under this Division.

C. Provide doors which pierce a fire separation with the same fire rating as the separation.

D. Refer to "Finish Schedule" for types of walls and ceiling in each area and architectural Drawings for rated wall construction.

E. Coordinate Work of the various sections to locate specialties requiring accessibility with others to avoid unnecessary duplication of access doors.

1.23 FIRE-RATED PENETRATIONS

A. All penetrations in fire-rated assemblies shall be accomplished using a UL listed method and materials.

B. Fire-rated assembly penetrations shall be accomplished per details on the Drawings.

1.24 FLASHING

A. Flash and counterflash all conduits penetrating roofing membrane.

1.25 TESTS

A. Perform electrical tests as required or directed. Provide materials, labor, and equipment necessary for performances of these tests, and at completion of the Work perform a complete "in-service" operation of the entire electrical and power system to show compliance with the Drawings and Specifications. Replace Work showing faults under tests without additional cost to the Owner. Test system voltage at switchboards at completion of Work and provide a written report to the Project Manager.

1.26 EQUIPMENT LISTS AND MAINTENANCE MANUALS

A. Prior to completion of job, Contractor shall compile a complete equipment list and maintenance manual. The equipment list shall include the following items for every piece of material and equipment supplied under this section of the Specifications.
   1. Name, model and manufacturer.
   2. Complete parts Drawings and list.
   3. Local supply for parts and replacement and telephone number.

4. All tags, inspection slips, instruction packages, etc. removed from equipment as shipped from the factory, properly identified as to the piece of equipment it was taken from.

B. Maintenance manuals shall be furnished for each applicable section of the Specifications, shall be suitably bound with hard covers, and shall include all available manufacturers' operation and maintenance instructions, together with as-built Drawings and lists hereinbefore specified and other diagrams and instructions necessary to properly operate and maintain the equipment. The equipment lists and maintenance manuals shall be submitted in duplicate to Architect for approval not less than 10 days prior to the completion of the job. The maintenance manuals shall also include the name, address and phone number of the General Contractor and all subcontractors involved in any of the Work specified herein. The maintenance manuals shall be finally provided in four copies.

1.27 CLEANING

A. During construction on a daily basis, and upon completion of the Work, remove from the site all debris and excess materials, tools, and removed items, resulting from this Work. Clean equipment, including lighting fixtures, free of dust, dirt, grease, paint, etc.

1.28 SALVAGE

A. Deliver salvaged equipment and material deemed salvageable by Project Manager to location designated by Project Manager. Remove other removed material and equipment from site.

1.29 GUARANTEE

A. Leave the entire installation in complete working order, free from defects in materials, workmanship or finish. Guarantee to repair or replace parts that may develop defects due to faulty materials, equipment, or workmanship within a period of one year after the Work is accepted by the Owner. Also, guarantee to repair or replace with like materials, other existing Work in the building damaged from or during the repair of any such defective equipment, materials, or workmanship.

1.30 INSTALLERS QUALIFICATIONS

A. Installer must have electrical certification per California Labor Code Section 3099.2.

B. All work described in the Electrical Specifications and shown on Electrical Drawings shall be performed by California State Certified Electricians.

C. All electrical foremen shall have a minimum of 500 hours of documented classroom training.

D. All electrical foremen shall have a minimum of 3,000 hours of documented on-the-job training.

E. At the time equipment submittals are made, provide copies of State Certification and training documents for electricians working on this project

PART 2 – PRODUCTS AND EXECUTION

2.01 GROUNDING

A. Grounding shall be executed in accordance with applicable codes and regulations of the State of California, California Electrical Code and local authorities having jurisdiction as well as any additional provisions specified or shown on Drawings.

B. Grounding bushings shall be used wherever conduits are grounded. Feeder conduits to panels and air conditioners shall have grounding bushings.

C. Grounding conductors should be located to permit, the shortest and most direct path to ground. Connections shall be readily accessible for inspection and connections shall not be permanently concealed in floors or walls.

D. Non-current carrying metallic parts of electrical equipment and raceways shall be securely grounded to the common system ground. In all locations, ground conductors shall be run through conduits and shall be securely bonded to the conduit at the entrance and exit. The conduit for the grounding conductors shall be continuous from the point of attachment to cabinets or equipment to the grounding electrode, and shall be securely fastened to the ground clamp fittings.

E. Ground connections to equipment shall be made with an approved type of exothermic weld or shall be bolted or clamped to equipment or conduit. Sheet metal strap types of ground clamps shall not be used. Contact surfaces shall be thoroughly cleaned and bright before connection is made so as to ensure a good metal to metal contact.

F. Where nonmetallic conduit is used, ground shall be achieved through use of a separate, green-insulated, copper, code-size, ground conductor included in the conduit.

G. Bonding of cold water piping system shall be achieved at the service entrance. A copper saddle shall be installed over the copper pipe at the location of the clamp to avoid damage to the pipe.

2.02 CONDUIT

A. Rigid Steel Conduit:
   1. Rigid steel conduit shall have zinc coated exterior, zinc or enamel interior, standard weight, zinc coated couplings, locknuts and bushings and shall bear the U.L. label. Rigid conduit shall not be installed underground.
   2. Use rigid conduit only for exposed exterior conduit runs, wherever subject to physical damage, or where specifically called for on the Drawings or required by a serving utility.
   3. Intermediate metallic conduit (I.M.C.) may be used in lieu of rigid steel conduit.

B. Electrical Metallic Tubing:
   1. Electrical metallic tubing (E.M.T.) shall bear the U.L. label and shall be zinc coated thinwall conduit with zinc-coated couplings and connections. "Indent" type fittings shall not be used.
   2. E.M.T. may be used where rigid, flexible or non-metallic conduit is not required.
   3. E.M.T. shall be used for interior dry locations. EMT shall be used where no specified conduit type is called for on the Drawings.

C. Flexible Metallic Conduit:
   1. Flexible metallic conduit shall be galvanized steel and bear the U.L. label. Fittings for flexible conduit shall be squeeze type. Screw-in connectors and other connectors that decrease the interior diameter of the conduit shall not be used unless specifically approved by the Project Manager.
   2. Liquid-tight flexible conduit shall bear the U.L. label and be plastic jacketed moisture and oil resistant with oil and vapor tight connectors.
   3. Use flexible conduit for final connection to equipment where vibration may injure direct conduit connection. It may be used for indoor dry locations, for fixture whips not to exceed 72 inches and in other locations where structural conditions will not permit the use of EMT not to exceed six feet, only if approved by the Project Manager.
   4. Use liquid-tight flexible conduit in lieu of flexible conduit for wet, damp, or outdoor areas or where weatherproof flexible conduit is called for on the Drawings or by code.

D. Plastic Conduit: Plastic conduit shall not be used on this project.

E. Installation of Conduit:
   1. Exposed/Concealed Conduit:
      a. Provide secure mounting facilities for conduits. Wire or plumbers tape shall not be used for hanging conduit. Strap shall be factory made of the one hole malleable iron or two-hole galvanized clamp type.
      b. Provide expansion couplings wherever conduits cross expansion joints.
      c. Run conduit at right angles or parallel to structural members, walls, floors and ceilings. Where several conduits are run together or suspended, they shall be hung on Unistrut trapezes with minimum 3/8-inch rod hangers.
      d. Cut ends of conduit square and ream to remove burrs or sharp edges. Terminate conduits properly with bushings, locknuts, etc. Terminate one (1) inch and larger conduits with insulated bushings.
      e. Render conduits projecting through the roofing watertight by proper flashings. Securely fasten a sheet metal cap and tighten bank or storm collar to the conduits. Extend flashing a minimum of six (6) inches in all directions. Coordinate and install roof flashing for conduits to the satisfaction of the Project Manager.
      f. All conduit runs shall have a code size insulated grounding conductor.
      g. Pull wires shall be installed in empty conduits including telephone conduits and stub-outs, No. 12 AWG, type "THWN" insulated copper wire or 1/8-inch polyethylene rope shall be used.
      h. Flexible conduit connections shall comply with NEC Section 350-22.

i. Provide Dura Block or similar support for roof-mounted conduits.

2.03 OUTLET, JUNCTION AND PULL BOXES

A. Outlet boxes and junction boxes shall be galvanized one-piece pressed steel, knockout type. The size of each box shall be determined by the number of wires or conduits or size of conduits entering the box, but shall not be less than 4" square and 1-1/2" deep unless otherwise noted. All boxes shall be UL listed.

B. Minimum box size for data and telephone outlets shall be 4" square and 2-1/8" deep.

C. Install wood blocking for outlet boxes in a rigid, workmanlike manner using new material where wood studs are used. Provide rigid support to avoid twisting of outlet boxes where steel studs are used. Boxes shall be secured such that they are level and plumb.

D. Locknuts shall be used on both sides of conduit connections to box or panel, in addition to bushing. Where a larger size opening occurs than size of conduit, use reducing washers.

J. Large size junction or pull boxes shall be fabricated from code gauge sheet steel. Where located indoors, finish shall be gray enamel and covers shall be secured with screws. Where exposed to weather, they shall be weatherproof, NEMA 3R, and rain-tight and hot-dip galvanized after fabrication; also, they shall have weatherproof gaskets, flat covers and galvanized iron screws. Provide knockouts and/or threaded hubs as required for the conduit used. Boxes in finished areas shall be prime painted.

K. Any unused, removed knockouts shall be filled with a K.O. cover.

L. Provide bonding or grounding from metal conduit terminating in junction with concentric KO’s.

M. Install boxes and rings such that finished installation is flush with finished surface.

2.04 PLATES AND DEVICE COVERS

A. Plates for switches, receptacles, telephone and blank outlets shall be stainless steel, Hubbell 302/304 alloy or Legrand "S" line, unless otherwise noted. Plates shall be engraved per Drawings or as covered under the Article of this Specification titled “Identification of Equipment”.

2.05 RECEPTACLES

A. Duplex convenience outlets shall be specification grade, backwire, three wire, NEMA #5-20R, self-grounding type, 20 ampere, 125 volt parallel slots, polarized, in white. Additional receptacles shall be as indicated on the Drawings. Receptacles shall be Hubbell #5253W.

B. Receptacles indicated weatherproof shall have lift cover plates that are weatherproof "while in use" Hubbell/Taymac expandable flat ML450W or equal.

C. Ground fault current interrupter receptacles shall be self-testing, Hubbell # GFR5352WST.

D. Outdoor ground fault circuit interrupter receptacles shall be Hubbell #GFW RST 20W or equal.

E. USB receptacles shall be Hubbell #USB8200W or equal.

2.06 LIGHTING SWITCHES

A. Line voltage lighting switches shall be specification grade, quiet type, 20 amp. 120/277 volt A.C. white handled, unless otherwise noted. Switches shall be Hubbell #CS1221W.

B. Dimmers shall be specification grade 20 amp, 120/277 volt, white. Specific attributes of dimmers: types, loads, configuration, shall be as shown on the drawings. Dimmers shall match the drivers in the light fixtures that they feed.

C. A neutral conductor shall be routed to each switch and dimmer location.

2.07 WIRE AND CABLE

A. 600 Volt Conductors:
   1. Conductors shall be copper and delivered to the site in their original, unbroken packages plainly marked or tagged with U.L. label, size, kind, insulation, name of manufacturer and trade name of the wire.
   2. Type "THWN/THHN", 600-volt insulation shall be used for all locations.
   3. Minimum size conductor shall be #12.
   4. Conductors shall be stranded.
   5. Ground conductors shall be bare copper or have green insulation.
   6. 120 volt and 277 volt circuits shall have separate neutrals.

B. MC Luminary Cable:
   1. MC Luminary cable may be used for line voltage and 0-10 volt wiring between light fixtures and dimmers.
   2. MC Luminary cable shall be UL listed.
   3. MC Luminary cable shall be properly supported along its route between fixtures and dimmers.
   4. Acceptable manufacturers: Manufacturers shall be one of the following, but not limited to:
      a. AFC
      b. Southwire
      c. General Cable
   5. MC Cable sizes shall be as shown on the Drawings.

C. Installation:

1. Conductors shall be continuous between outlets or junction boxes and no splices shall be made except in outlet boxes, pull boxes, panelboard gutters or handholes.
2. Joints, splices and taps No. l0 or smaller (including fixture pigtails) shall be connected with "floating spring" type connectors. No. 8 and larger shall be connected with solderless connectors of 100% electrolytic copper. Split-bolt connectors are not acceptable.
3. Tighten pressure type lugs on panels and equipment, and then retighten 24 hours or more later after energizing. Provide written report of torque values on lugs.
4. Oil or grease shall not be used when pulling conductors. Use U.L. approved cable lubrication only.
5. Lace or train conductors neatly in panels, cabinets and equipment. Use plastic wire ties to route conductors at edge of enclosure away from overcurrent devices.
6. Branch circuits shall be color coded in compliance with Section 210-5 of the California Electrical Code. Colored tape is not acceptable.
7. All wiring, both line and low voltage, shall be installed in conduit unless otherwise noted.
8. Conductors from different panels or from different power sources shall not be installed in the same conduit, junction box, gutter, or raceway.

D. Tag:
1. Branch circuits shall be left tagged with circuit numbers in gutters and junction boxes where unused circuits terminate.
2. Feeder conductors shall be tagged as phase "A" or "B" or "C".
3. The method of tagging shall be with adhesive preprinted tape numbered or lettered wrap around tags. Colored tape is not acceptable.
4. Tagging shall be applied after wire is installed in conduit.
5. Feeders in panel or equipment shall be tagged by phase letter in each panel or equipment.
6. Where it is impractical to use printed markers on certain wires or cables, use blank tape with identification marked thereon with indelible pen or pencil.

E. Color Coding for Phase Identification: Color code secondary service, feeder, and branch circuit conductors with factory applied color as follows:

208y/120Volts	Phase
Black	A
Red	B
Blue	C
White	Neutral
Green	Ground

2.08 DISCONNECT SWITCHES

A. Non-fusible or fusible as shown on the Drawings, heavy duty, 250 or 600 volts as required, NEMA Type 1 enclosure, except where WP is indicated or required by code, use NEMA Type 3R enclosure.

2.09 LIGHTING FIXTURES

A. Lighting fixtures shall be of manufacture and type as specified in the Fixture Schedule, and shall have all parts and fittings necessary to completely and properly install the fixture. Fixtures of the same type shall be of one manufacturer and of identical finish and material.

B. Lighting fixtures shall bear Underwriter's Laboratories labels. Interior light fixtures shall be on the California Energy Commission approved list. Exterior light fixtures shall be on the DLC list.

C. Fixtures shall be furnished and installed as indicated on the Drawings, including hangers, glassware, auxiliary equipment, drivers, adapters, connectors for continuous installation, etc.

D. Each fixture shall be wired with conductors suitable for the voltage, current and temperature to which the conductors will be subjected.

E. If excessive driver flicker develops within 12 months after installation, the condition shall be corrected at no charge to the Owner. Flickering of the LED or failure of an LED array within 12 months of substantial completion shall also be corrected at no charge to the Owner.

F. Proper LEDs of type, size, color temperature and wattage indicated shall be furnished and installed in each fixture and shall be manufactured by Phillips, Sylvania, Cree, Soraa or Bridgelux. The Contractor shall replace LED arrays which have been burned out prior to final completion. Clean dust, dirt, fingerprints and grease from fixtures before final completion.

G. Install trims, reflectors, lenses and diffusers with care. Wear cloth or surgical gloves when installing these to avoid leaving fingerprints.

H. Follow manufacturer’s installation instructions when installing light fixtures.

2.10 LED LAMPS

A. Any LED lamps used shall be JA8 compliant.

B. LED lamps shall be UL listed.

C. LED lamps shall be tested for use in the fixtures they will be installed in.

D. LED lamps shall not cause fixtures to overheat or lamps to prematurely fail.

2.11 CIRCUIT BREAKERS

A. Branch Circuit Breakers:
   1. Circuit breakers shall be UL Listed with amperage ratings, interrupting ratings, and number of poles as indicated on the panelboard schedules.

2. Molded case branch circuit breakers shall have bolt-on type bus connectors.
3. Circuit breakers shall have an overcenter toggle mechanism which will provide quick-make, quick-break contact action. Circuit breakers shall have thermal and magnetic trip elements in each pole. Two- and three-pole circuit breakers shall have common tripping of all poles.
4. There shall be two forms of visible trip indication. The breaker handle shall reside in a position between ON and OFF.
5. The exposed faceplates of all branch circuit breakers shall be flush with one another.
6. Lugs shall be UL Listed to accept solid or stranded copper conductors only. Lugs shall be suitable for 90º C rated wire, sized according to the 75º C temperature rating per NEC Table 310-16. Lugs shall be torqued with a torque wrench to the value listed on the main circuit breaker.

END OF SECTION